

NM - 22

**GENERAL
CORRESPONDENCE**

YEAR(S):

2002 - 1995

CLOSED

Closed

1-8-02

January 8, 2002

MEMORANDUM

TO: Martyne Kieling
OCD

FROM: Denise Zendel, Contracts Analyst

SUBJECT: Expiring contracts

Attached is a listing of contracts you manage which will either expire within the next 60 days or have already expired. If you want to amend any of the ones due to expire, please let me know no later than January 18 (sooner is good too) so we may get them through the internal review process, out for signature and off to the appropriate agency (if applicable) for amendment approval prior to their expiring.

If your list has contracts with minus dates in the "days until expiration" category, please let me know whether I can close them in the contracts database and close my files.

Response by telephone or e-mail is fine. Please refer to the last three digits of your contract number when responding so I know which contracts require action. If you have any questions, give me a call (6-3215) and I'll come by.

*Martyne -
Can I close this
out in the Database?
AK*

Listed below are contracts which you manage that are due to expire on the date indicated.

Contractor	<i>Philip Environmental Services Corporation</i>		
Expiration Date	09/07/2001	Days Until Expiration	-123
Contract Number	01-521.07-151/o		
Fed Tax ID	341852236		
Phase:	Contract		
ContractType:	Professional Services Contract		
StatusID	Open		
Description:	Investigation, clean up and environmental remeidation of the Goodwin Treating Plant.		



OIL CONSERVATION DIV.

01 AUG 20 PM 3:12

Friday, August 17, 2001
Project Number: 62401466

Mr. Roger Anderson
Project Director
New Mexico Energy, Minerals and Natural Resources Department
Oil Conservation Division
1220 South St. Francis Drive
Santa Fe, NM 87505

Dear Mr. Anderson:

Subject: Goodwin Treating Plant
Hobbs, New Mexico
Contract: - 12805
Contract Number: - 00-521-07-151
Project Invoices

Philip Environmental Services Corporation (Philip) hereby submits this monthly invoice to New Mexico Energy, Minerals and Natural Resources Department Oil Conservation Division (NMOCD) for services performed during July 2001. Philip has submitted four previous invoices for the above-referenced project. This invoice reflects work done on a time and materials, unit rate and lump sum basis.

A summary of invoices submitted for the project is outlined below:


Previous Invoices:	
Invoice 001	<u>\$25,378.67</u>
Invoice 002	<u>\$84,542.06</u>
Invoice 003	<u>\$94,668.17</u>
Invoice 004	<u>\$61,785.96</u>
Current Invoice:	
Invoice 005	<u>\$32,821.16</u>
Total Amount Invoiced to Date	<u>\$299,196.02</u>



Should you have any questions or need additional information, please call me at
(713) 495-3262.

Sincerely,

**PHILIP ENVIRONMENTAL
SERVICES CORPORATION**


Ron Radford
Remediation Project Manager

Cc:

Mrs. Martyne J. Kieling
Project Director
New Mexico Energy, Minerals and Natural Resources Department
Oil Conservation Division
1220 South St. Francis Drive
Santa Fe, NM 87505



Waiting For Final Report
Came in on 1-7-02
Approved For Payment
1-15-02
Martyne & Kh.

New Mexico Energy, Minerals and Natural Resources Department
Oil Conservation Division
Attn: Ms. Martyne Kielling
1220 South St. Francis Drive
Santa Fe, New Mexico 87505

DATE 08/17/2001
PAGE # 1
INVOICE # 62406112
CONTRACT# 12924
PROJECT# 62401466
CLIENT# 1254045

RE: Contract 00-521-07-151

Goodwin Treating Plant Site

ITEM	UNIT OF MEASURE	COST COST/ UNIT	TOTAL UNITS	TOTAL COST
Tank Decontamination (Supplemental Rates)				
Sr. Scientist	hour	\$70.00	6.0	\$420.00
Certified NORM Technician/Scientist	hour	\$55.00	12.0	\$660.00
Environmental Operator	hour	\$35.00	72.0	\$2,520.00
Environmental Technician	hour	\$35.00	48.0	\$1,680.00
Trackoe	hour	\$60.00	24.0	\$1,440.00
Front End Loader	hour	\$50.00	12.0	\$600.00
Stabilization/ Tank Waste Handling/ Staging/ Sample Grid/ Surveying				
Sr. Scientist	hour	\$70.00	24.0	\$1,680.00
Certified NORM Technician/Scientist	hour	\$55.00	48.0	\$2,640.00
Environmental Operator	hour	\$35.00	40.0	\$1,400.00
Environmental Technician	hour	\$35.00	56.0	\$1,960.00
Trackoe	hour	\$60.00	40.0	\$2,400.00
Front End Loader	hour	\$50.00	24.0	\$1,200.00
Contaminated Soil Removal to off site Landfarm (over 1,450 cy)	cubic yard	\$26.00	484.0	\$12,584.00
SUBTOTAL				\$31,184.00
TAX - Lea County 5.250%				\$1,637.16
TOTAL COST				\$32,821.16

SERVICES PROVIDED BY:
PHILIP ENVIRONMENTAL SERVICES
6845 DIXIE DRIVE
HOUSTON, TX 77087

PLEASE REMIT TO:
PHILIP ENVIRONMENTAL
P.O. BOX 201745
HOUSTON TX 77216-1745





Monday, July 16, 2001
Project Number: 62401466

Mr. Roger Anderson
Project Director
New Mexico Energy, Minerals and Natural Resources Department
Oil Conservation Division
1220 South St. Francis Drive
Santa Fe, NM 87505

Dear Mr. Anderson:

Subject: Goodwin Treating Plant
 Hobbs, New Mexico
 Contract: - 12805
 Contract Number: - 00-521-07-151
 Project Invoices

Philip Environmental Services Corporation (Philip) hereby submits this monthly invoice to New Mexico Energy, Minerals and Natural Resources Department Oil Conservation Division (NMOCD) for services performed during June and July 2001. Philip has submitted two previous invoices for the above-referenced project. This invoice reflects work done on a time and materials, unit rate and lump sum basis.

A summary of invoices submitted for the project is outlined below:

<u>Previous Invoices:</u>	
<u>Invoice 001</u>	<u>\$25,378.67</u>
<u>Invoice 002</u>	<u>\$84,542.06</u>
<u>Current Invoice 003</u>	<u>\$94,668.17</u>
<u>Current Invoice 004</u>	<u>\$61,785.96</u>
 Total Amount Invoiced to Date	 <u>\$266,374.86</u>

Invoice Numbers 62405820 and 62405821 are attached for your records. Should you have any questions or need additional information, please call me at (713) 495-3262.

Sincerely,

**PHILIP ENVIRONMENTAL
SERVICES CORPORATION**

Ron Radford
Remediation Project Manager

Cc:

Mrs. Martyne J. Kieling
Project Director
New Mexico Energy, Minerals and Natural Resources Department
Oil Conservation Division
1220 South St. Francis Drive
Santa Fe, NM 87505

Approved For Payment
1-15-02
Martyn J. Kiel

New Mexico Energy, Minerals and Natural Resources Department
 Oil Conservation Division
 Attn: Ms. Martyn Kieling
 1220 South St. Francis Drive
 Santa Fe, New Mexico 87505

DATE 7/12/01
 PAGE # 1
 INVOICE # 62405820
 CONTRACT# 12805
 PROJECT# 62401466
 CLIENT# 1254045

RE: Contract 00-521-07-151

Goodwin Treating Plant Site, Overflow Pit & Tanks 115, 116, 117, & 118.

ITEM	UNIT OF MEASURE	COST/UNIT	TOTAL UNITS	TOTAL COST
Norm requirements (Clean soil, sludge solidification, tank 118)	cubic yard	\$12.50	200	\$2,500.00
*Tank fluid removal and disposal (Tanks 115, 116, 117)	barrel	\$8.00	280.0	\$2,240.00
**Tank solids removal and disposal (LS= 72cy allocated to these tanks)	LS	\$6,500.00	0.2	\$1,300.00
**Back-haul clean soil (Solidification of tank solids)	cubic yard	\$12.50	210.0	\$2,625.00
**Contaminated soil offsite landfarm remediation (240cy-72cy)	cubic yard	\$26.00	168.0	\$4,368.00
Tank and equipment removal (based on percentage of completion)	LS	\$20,400.00	0.2	\$4,080.00
Contaminated soil offsite landfarm remediation (Over 1,450 cy)	cubic yard	\$26.00	1,778.0	\$46,228.00
Back-haul clean soil (Over 1,450 cy, includes 720 cy of clay)	cubic yard	\$12.50	1,896.0	\$23,700.00
Trackhoe (Clay liner installation, overflow pit)	hour	\$60.00	20.0	\$1,200.00
Front End Loader (Clay liner installation, overflow pit)	hour	\$50.00	11.0	\$550.00
Environmental Operator (2), (Clay liner installation, overflow pit)	hour	\$35.00	33.0	\$1,155.00
SUBTOTAL				\$89,946.00
TAX - Lea County 5.250%				\$4,722.17
TOTAL COST				\$94,668.17

* Tank liquids removed were below proposal estimates (by volume), this line item is billed at the "supplemental rates".
 ** Tank solids were substantially above proposal estimates (by volume).
 ** Total tank solids for disposal proposed at 358 cubic yards. Twenty percent of tank solids were allocated to tanks 115-118.
 Twenty percent of the proposed 358 cubic yard volume is 72 cy.

**** Site soil was not suited for solidification of tank bottoms, clean fill was hauled in to complete this task.**

Approved For Payment
1-15-02
Martyne M.

New Mexico Energy, Minerals and Natural Resources Department
 Oil Conservation Division
 Attn: Ms. Martyne Kieling
 1220 South St. Francis Drive
 Santa Fe, New Mexico 87505

DATE 7/12/01
 PAGE # 1
 INVOICE # 62405821
 CONTRACT# 12805
 PROJECT# 62401466
 CLIENT# 1254045

RE: Contract 00-521-07-151

Goodwin Treating Plant Site, Tanks (All except Overflow Pit and tanks 115, 116, 117, & 118)

ITEM	UNIT OF MEASURE	COST/ COST/ UNIT	TOTAL UNITS	TOTAL COST
Norm Requirements (Clean soil, sludge solidification, tanks 111 & 114)	cubic yard	\$12.50	250	\$3,125.00
*Tank fluid removal and disposal	barrel	\$8.00	750.0	\$6,000.00
**Tank solids removal and disposal (LS= 286cy allocated to these tanks)	LS	\$6,500.00	0.8	\$5,200.00
**Back-haul clean soil (Solidification of tank solids)	cubic yard	\$12.50	400.0	\$5,000.00
**Contaminated soil offsite landfarm remediation (960cy-286cy)	cubic yard	\$26.00	674.0	\$17,524.00
Tank and equipment removal (based on percentage of completion)	LS	\$20,400.00	0.5	\$10,200.00
Contaminated soil offsite landfarm remediation (Over 1,450cy)	cubic yard	\$26.00	280.0	\$7,280.00
Back-haul clean soil (Over 1,450cy)	cubic yard	\$12.50	350.0	\$4,375.00
SUBTOTAL				\$58,704.00
TAX - Lea County 5.250%				\$3,081.96
TOTAL COST				\$61,785.96

* Tank liquids removed were below proposal estimates (by volume), this line item is billed at the "supplemental rates".

** Tank solids were substantially above proposal estimates (by volume).

** Total tank solids for disposal proposed at 358 cubic yards. Eighty percent of tank solids were allocated to these tanks.

Eighty percent of the proposed 358 cubic yard volume is 286cy.

**** Site soil was not suited for solidification of tank bottoms, clean fill was hauled in to complete this task.**

Approved For Payment

9/18/2001

Mutryn JH

INVOICE DATE 07/17/01

PAGE 1

INVOICE# 62405820

CONTRACT# 12924

PROJECT# 62401466

CLIENT# 1254045

NEW MEXICO OIL CONSERVATION DIVISION
Attn: ACCOUNTS PAYABLE
1220 SOUTH ST. FRANCIS DRIVE

SANTA FE

NM 87505

OK
David K. Burton
9/19/01

NM OCD-GOODWIN PLANT

DESCRIPTION	CONTRACT AMOUNT	PRIOR BILLINGS	AMOUNT EARNED	PERCENT COMPLETE	THIS INVOICE
TANKS/PITS 115,116	94,668.17	.00	94,668.17	100.00 %	94,668.17
TOTALS	94,668.17	.00	94,668.17	100.00 %	94,668.17

TAX AMOUNT

.00

TOTAL AMOUNT DUE THIS INVOICE

=====

94,668.17

=====

SERVICE PROVIDED BY:

PHILIP ENVIRONMENTAL SERVICES CORP.
210 WEST SAND BANK ROAD
COLUMBIA IL 62236
(800) 733-7173

PLEASE REMIT TO
PHILIP ENVIRONMENTAL
P.O. BOX 201745
HOUSTON, TX 77216-1745

RECEIVED

SEP 18 2001

Oil Conservation Division

Approved For Payment
9/18/01
Mink
J/K.

NEW MEXICO OIL CONSERVATION DIVISION
Attn: ACCOUNTS PAYABLE
1220 SOUTH ST. FRANCIS DRIVE

SANTA FE

NM 87505

INVOICE DATE 07/17/01
PAGE 1
INVOICE# 62405821
CONTRACT# 12924
PROJECT# 62401466
CLIENT# 1254045

NM OCD-GOODWIN PLANT

DESCRIPTION	CONTRACT AMOUNT	PRIOR BILLINGS	AMOUNT EARNED	PERCENT COMPLETE	THIS INVOICE
TANKS/PITS	61,785.96	.00	61,785.96	100.00 %	61,785.96
TOTALS	61,785.96	.00	61,785.96	100.00 %	61,785.96

TAX AMOUNT

.00

TOTAL AMOUNT DUE THIS INVOICE

61,785.96

SERVICE PROVIDED BY:

PHILIP ENVIRONMENTAL SERVICES CORP.
210 WEST SAND BANK ROAD
COLUMBIA IL 62236
(800) 733-7173

PLEASE REMIT TO
PHILIP ENVIRONMENTAL
P.O. BOX 201745
HOUSTON, TX 77216-1745

RECEIVED

SEP 18 2001

Oil Conservation Division

2-15

VENDOR CODE: 341852236
VENDOR NAME AND ORDER ADDRESS:
PHILIP ENVIRONMENTAL SERVICES CORPORATION
4000 MONROE RD
FARMINGTON, NM 87401
PH0017

STATE OF NEW MEXICO
PURCHASE DOCUMENT

S H Energy, Minerals and Natural Resources
I Department (ASD)
L 1220 South St. Francis Dr.
T Santa Fe, NM 87503
O
AGENCY CONTACT: Bonnie Vigil
PHONE NUMBER: (505) 827-1119

BUDGET FY: 01
DATE: 02/15/2001
PAGE: 1 OF 1
AGENCY CODE: 521
DOCUMENT NUMBER: 01-311-005824
TERMS: DELIVERY DATE: / /
FOR: / /
PURCHASE REQUISITION
(Bids must be requested for items over \$500.00)
RECOMMENDED SOURCE & SPECIAL REMARKS:
CONTRACT
Return To: Dianne Martinez
ESTABLISH: RENEWAL NO.

LN	FUND	AGCY	ORQ	OBJECT	AMOUNT	FOR AGENCY USE
02	311	521	2500	0522	299260.00	2501 299260.00
TOTAL					299260.00	
MAXIMUM OF SIX ACCOUNTING LINES PER PURCHASE ORDER						

AGENCY APPROVAL: I certify that the proposed purchase represented by this document is authorized by and is made in accordance with all State and local laws, rules and regulations. I further certify that adequate unexpended cash and budget expenditure authority exists for this proposed purchase and all other outstanding obligations have been paid.
AGENCY AUTHORIZED SIGNATURE: Joseph Z. Morales
TITLE: General Manager
DATE: 02/15/2001

☒ CONTRACT, PRICE AGREEMENT, PURCHASE ORDER
OTHER THAN PROFESSIONAL SERVICE CONTRACTS:
(Approved vendors must be used for items under contract)
C/P#A/PO# SPD 01-521-07-151
EXPIRES: 09/07/2001
☐ DIRECT PURCHASE ORDER
(only valid for purchases \$500.00 and under)
☐ EXEMPT FROM THE NM PROCUREMENT CODE
Pursuant to Section NMFA, 1978
☐ EXCLUDED FROM PROCUREMENT THROUGH STATE PURCHASING
Pursuant to Section NMFA, 1978
☐ FOR ENCUMBERING PURPOSES ONLY
Reason: RECEIVED

APPROVAL 1: 03162001
DATE: 02/15/2001
APPROVAL 2: _____
DATE: _____

COM IN	QUANTITY	UNIT	COMMODITY CODE	ACCT LN	ARTICLE AND DESCRIPTION
01					Need to encumber funds for Professional services agreement with Philip Environmental for investigation, cleanup and environmental remediation of the Goodwin Treating Plant located in Lea County. PSA 01-521-07-151.

RECEIVED
FEB 16 2001
FINANCIAL CONTROL DIVISION
TOTAL: 299260.00



September 24, 2001

Dear Valued Customer:

Effective October 1, 2001, Philip Services Corporation and its subsidiaries will be changing the remittance address for payments for this billing location.

NEW REMITTANCE ADDRESS
Philip Environmental Services - 624
P. O. Box 3070
Houston, Texas 77253-3070

**AS A PART OF THIS CHANGE AND TO ENSURE PROPER CREDIT, PLEASE
REFERENCE THE INVOICE NUMBER AND CLIENT NUMBER ON YOUR CHECK.**

This replaces the old Philip Services Corporation and its subsidiaries remittance address as listed below:

OLD REMITTANCE ADDRESS
P.O. Box 201745, Houston, TX 77216-1745

Additionally, please **delete** any references made in the "Payable to" of the remittance regarding **Chase Bank of Texas**.

Please make the necessary changes in your system. If you have any questions or concerns, you may contact the Accounts Receivable Department at 618-281-7173.

Thank you in advance for your immediate attention to this request.



PHILIP SERVICES CORP.
210 West Sand Bank Road
Columbia, Illinois 62236

Phone: 618-281-7173

FAX: 618-281-5120

- FAX TRANSMITTAL -

TO: Mary Ann FROM: Dorli Sondag
DATE: 9/18/01
FAX: 505-476-3462 NO. OF PAGES (including this page):
PHONE: PROJECT NUMBER:
cc: New Mexico Oil

☐ Hard copy will follow☐ Hard copy will not follow

MESSAGE: Please process the following
invoices for payment. If there is a
problem with the invoices or the
back-up, please let me know.

Thank You,
Dorli 618-281-1572

CONFIDENTIALITY CAUTION

This message is intended only for the use of the individual or entity to which it is addressed and contains information that is privileged and confidential. If the reader of this message is not the intended recipient, or the employee or agent responsible for delivering the message to the intended recipient, you are hereby notified that any dissemination, distribution, or copying of this

NEW MEXICO OIL CONSERVATION DIVISION
Attn: ACCOUNTS PAYABLE
1220 SOUTH ST. FRANCIS DRIVE
SANTA FE NM 87505

INVOICE DATE 07/17/01
PAGE 1
INVOICE# 62405820
CONTRACT# 12924
PROJECT# 62401466
CLIENT# 1254045

NM OCD-GOODWIN PLANT

DESCRIPTION	CONTRACT AMOUNT	PRIOR BILLINGS	AMOUNT EARNED	PERCENT COMPLETE	THIS INVOICE
TANKS/PITS 115,116	94,668.17	.00	94,668.17	100.00 %	94,668.17
TOTALS	94,668.17	.00	94,668.17	100.00 %	94,668.17

TAX AMOUNT

.00

TOTAL AMOUNT DUE THIS INVOICE

94,668.17

SERVICE PROVIDED BY:

PHILIP ENVIRONMENTAL SERVICES CORP.
210 WEST SAND BANK ROAD
COLUMBIA IL 62236
(800) 733-7173

PLEASE REMIT TO
PHILIP ENVIRONMENTAL
P.O. BOX 201745
HOUSTON, TX 77216-1745

Attachment I

New Mexico Energy, Minerals and Natural Resources Department
 Oil Conservation Division
 Attn: Ms. Maryne Kieding
 1220 South St. Francis Drive
 Santa Fe, New Mexico 87505

RE: Contract 00-521-07-151

Goodwin Treating Plant Site, Overflow Pit & Tanks 115, 116, 117, & 118.

DATE 07/12/2001
 PAGE # 1
 INVOICE # 12865
 CONTRACT# 62401466
 PROJECT# 1254045
 CLIENT#

ITEM	UNIT OF MEASURE	COST	TOTAL	TOTAL
		UNIT	UNITS	COST
Norm requirements (Clean soil, sludge solidification, tank 118)	cubic yard	\$12.50	200	\$2,500.00
*Tank fluid removal and disposal (Tanks 115, 116, 117)	barrel	\$8.00	280.0	\$2,240.00
**Tank solids removal and disposal (LS= 72cy allocated to these tanks)	LS	\$6,500.00	0.2	\$1,300.00
*Back-haul clean soil (Solidification of tank solids)	cubic yard	\$12.50	210.0	\$2,625.00
**Contaminated soil offsite landfill remediation (240cy-72cy)	cubic yard	\$26.00	168.0	\$4,368.00
Tank and equipment removal (based on percentage of completion)	LS	\$20,400.00	0.2	\$4,080.00
Contaminated soil offsite landfill remediation (Over 1,450 cy)	cubic yard	\$26.00	1,778.0	\$46,228.00
Back-haul clean soil (Over 1,450 cy, includes 720 cy of clay)	cubic yard	\$12.50	1,896.0	\$23,700.00
Trackhoe (Clay liner installation, overflow pit)	hour	\$60.00	20.0	\$1,200.00
Front End Loader (Clay liner installation, overflow pit)	hour	\$50.00	11.0	\$550.00
Environmental Operator (2), (Clay liner installation, overflow pit)	hour	\$35.00	33.0	\$1,155.00
SUBTOTAL				\$89,956.00
TAX (Tax Rate 2.5%)				\$2,248.90
TOTAL COST				\$92,204.90

* Tank liquids removed were below proposal estimates (by volume), this line item is billed at the "supplemental rates".
 ** Tank solids were substantially above proposal estimates (by volume).
 ** Total tank solids for disposal proposed at 358 cubic yards. Twenty percent of tank solids were allocated to tanks 115-118.
 Twenty percent of the proposed 358 cubic yard volume is 72 cy.

1376551

NEW MEXICO OIL CONSERVATION DIVISION
Attn: ACCOUNTS PAYABLE
1220 SOUTH ST. FRANCIS DRIVE

SANTA FE

NM 87505

INVOICE DATE 07/17/01

PAGE 1

INVOICE# 62405821
CONTRACT# 12924
PROJECT# 62401466
CLIENT# 1254045

NM OCD-GOODWIN PLANT

DESCRIPTION	CONTRACT AMOUNT	PRIOR BILLINGS	AMOUNT EARNED	PERCENT COMPLETE	THIS INVOICE
TANKS/PITS	61,785.96	.00	61,785.96	100.00 %	61,785.96
TOTALS	61,785.96	.00	61,785.96	100.00 %	61,785.96

TAX AMOUNT

.00

TOTAL AMOUNT DUE THIS INVOICE

61,785.96

SERVICE PROVIDED BY:

PHILIP ENVIRONMENTAL SERVICES CORP.
210 WEST SAND BANK ROAD
COLUMBIA IL 62236
(800) 733-7173

PLEASE REMIT TO
PHILIP ENVIRONMENTAL
P.O. BOX 201745
HOUSTON, TX 77216-1745

Attachment II

New Mexico Energy, Minerals and Natural Resources Department
Oil Conservation Division
Attn: Ms. Martyne Kieling
1220 South St. Francis Drive
Santa Fe, New Mexico 87505

DATE 07/12/2001
PAGE # 1
INVOICE # 12805
CONTRACT# 62401466
PROJECT# 1254045
CLIENT# 1254045

RE: Contract 00-521-07-151

Goodwin Treating Plant Site, Tanks (All except Overflow Pit and tanks 115, 116, 117, & 118)

ITEM	UNIT OF MEASURE	COST PER UNIT	TOTAL UNITS	TOTAL COST
Norm Requirements (Clean soil, sludge solidification, tanks 111 & 114)	cubic yard	\$12.50	250	\$3,125.00
*Tank fluid removal and disposal	barrel	\$8.00	750.0	\$6,000.00
**Tank solids removal and disposal (LS= 286cy allocated to these tanks)	LS	\$6,500.00	0.8	\$5,200.00
**Back-haul clean soil (Solidification of tank solids)	cubic yard	\$12.50	400.0	\$5,000.00
**Contaminated soil offsite landfarm remediation (960cy-286cy)	cubic yard	\$26.00	674.0	\$17,524.00
Tank and equipment removal (based on percentage of completion)	LS	\$20,400.00	0.5	\$10,200.00
Contaminated soil offsite landfarm remediation (Over 1,450cy)	cubic yard	\$26.00	280.0	\$7,280.00
Back-haul clean soil (Over 1,450cy)	cubic yard	\$12.50	350.0	\$4,375.00
SUBTOTAL				\$59,704.00
TAX - Jan 1997 5.25%				\$3,105.96
TOTAL COST				\$62,809.96

- * Tank liquids removed were below proposal estimates (by volume), this line item is billed at the "supplemental rates".
- ** Tank solids were substantially above proposal estimates (by volume).
- ** Total tank solids for disposal proposed at 358 cubic yards. Eighty percent of tank solids were allocated to these tanks. Eighty percent of the proposed 358 cubic yard volume is 286cy.
- ** Site soil was not suited for solidification of tank bottoms, clean fill was hauled in to complete this task.

13765-08



Industrial Services Group
Central Region

REMIT TO:
Philip Services
PO Box 201056
Houston, TX 77216

RECEIVED
JUL - 2 2001

Approved For Payment 6-29-01
Mentem J.H.

New Mexico Energy, Minerals and Natural Resources Department
Oil Conservation Division
Attn: Ms. Martyne Kieling
1220 South St. Francis Drive
Santa Fe, New Mexico 87505

DATE 06/28/2001
PAGE # 1
INVOICE # 62800795
CONTRACT# 12805
PROJECT# 62800404
CLIENT# 1254045

RE: Contract 00-521-07-151

Goodwin Treating Plant Site, *Overflow Pit Excavation* *Aggr Inject Well*

ITEM	UNIT OF MEASURE	COST COST/UNIT	TOTAL UNITS	TOTAL COST
Contaminated soil removal based on 1,450 cubic yards	Lump Sum	\$38,150.00	1.0	\$38,150.00
Back filling excavations with back hauled clean soil (1,450 cu.yds.)	Lump Sum	\$25,600.00	1.0	\$25,600.00
Back-hauled clean soil	Cubic yard	\$12.50	1,326.0	\$16,575.00
SUBTOTAL				\$80,325.00
TAX -Lea County 5.250%				\$4,217.06
TOTAL COST				\$84,542.06

Combining the Strengths of Philip Services Corp., Allwaste and Serv-Tech





Industrial Services Group
Central Region

REMIT TO:
Philip Services
PO Box 201056
Houston, TX 77216

JUL - 2 2001

Approved For Payment 6-29-01
Martyn J. K.

New Mexico Energy, Minerals and Natural Resources Department
Oil Conservation Division
Attn: Ms. Martyne Kieling
1220 South St. Francis Drive
Santa Fe, New Mexico 87505

DATE 06/28/2001
PAGE # 1
INVOICE # 62800795
CONTRACT# 12805
PROJECT# 62800404
CLIENT# 1254045

RE: Contract 00-521-07-151

Goodwin Treating Plant Site, *Overflow Pit Excavation* *Aggr Inject Well*

ITEM	UNIT OF MEASURE	COST COST/ UNIT	TOTAL UNITS	TOTAL COST
Contaminated soil removal based on 1,450 cubic yards	Lump Sum	\$38,150.00	1.0	\$38,150.00
Back filling excavations with back hauled clean soil (1,450 cu.yds.)	Lump Sum	\$25,600.00	1.0	\$25,600.00
Back-hauled clean soil	Cubic yard	\$12.50	1,326.0	\$16,575.00
SUBTOTAL				\$80,325.00
TAX -Lea County 5.250%				\$4,217.06
TOTAL COST				\$84,542.06

Combining the Strengths of Philip Services Corp., Allwaste and Serv-Tech





Industrial Services Group
Central Region

REMIT TO:
Philip Services
PO Box 201056
Houston, TX 77216

New Mexico Energy, Minerals and Natural Resources Department
Oil Conservation Division
Attn: Ms. Martyne Kieling
1220 South St. Francis Drive
Santa Fe, New Mexico 87505

DATE 06/28/2001
PAGE # 1
INVOICE # 62800795
CONTRACT# 12805
PROJECT# 62800404
CLIENT# 1254045

RE: Contract 00-521-07-151

Goodwin Treating Plant Site, *Overflow Pit Excavation*

ITEM	UNIT OF MEASURE	COST/UNIT	TOTAL UNITS	TOTAL COST
Contaminated soil removal based on 1,450 cubic yards	Lump Sum	\$38,150.00	1.0	\$38,150.00
Back filling excavations with back hauled clean soil (1,450 cu.yds.)	Lump Sum	\$25,600.00	1.0	\$25,600.00
Back-hauled clean soil	Cubic yard	\$12.50	1,326.0	\$16,575.00
SUBTOTAL				\$80,325.00
TAX - Lea County 5.250%				\$4,217.06
TOTAL COST				\$84,542.06

Post-It® Fax Note	7671	Date	6/28	# of pages	1
To	Martyn Kieling	From	Cari Nobis		
Co./Dept.	NM OCD	Co.	Philip Services		
Phone #	476 3440	Phone #	326 2262		
Fax #	476 3462	Fax #	326 2388		

Combining the Strengths of Philip Services Corp., Allwaste and Serv-Tech





Industrial Services Group
Central Region

REMIT TO:
Philip Services
PO Box 201056
Houston, TX 77216

Approved to Pay
6-29-01
Martyne J. Kieling

JUN 22 2001

CONSERVATION DIVISION

New Mexico Energy, Mineral and Natural Resources Department
Oil Conservation Division
Attn: Ms. Martyne Kieling
1220 South St. Francis Drive
Santa Fe, New Mexico, 87505

DATE 06/19/2001
PAGE # 1
INVOICE # 62800780
CONTRACT # 12805
PROJECT # 62800404
CLIENT # 1254045

RE: Contract 00-521-07-151
Goodwin Treating Plant Site

ITEM	UNIT OF MEASURE	COST/UNIT	TOTAL UNITS	TOTAL COST
Subsurface contamination investigation based on air rotary	Lump Sum	\$5,640.00	1.0	\$5,640.00
Well completion based on 60 foot well	Lump Sum	\$2,200.00	1.0	\$2,200.00
Additional well materials (75#s bentonite)	Pound	\$0.25	75.0	\$18.75
Additional well materials (3' of blank, 2" PVC riser)	Foot	\$10.50	3.0	\$31.50
Groundwater Sampling and Analysis	Lump Sum	\$2,030.00	1.0	\$2,030.00
NORM survey and lab analysis (Tanks Only, up to 13, Radium 226 analysis)	Lump Sum	\$4,700.00	1.0	\$4,700.00
The following is for the change order for the NORM Soil Survey				
Senior Scientist (Don Fernald)	Hour	\$70.00	10.0	\$700.00
Certified NORM Technician/Scientist (Mike Stahle)	Hour	\$55.00	22.5	\$1,237.50
Environmental Technician (Bruce Hare)	Hour	\$35.00	22.5	\$787.50
Environmental Technician (Dametre Motto)	Hour	\$35.00	22.5	\$787.50
Radium 226 Analysis (22 samples, credit 4 to NORM tank survey where only 9 samples of estimated 13 were submitted to lab)	Each	\$110.00	18.0	\$1,980.00
Phase I Report	Lump Sum	\$2,000.00	1.0	\$2,000.00
Phase II Report	Lump Sum	\$2,000.00	1.0	\$2,000.00
SUBTOTAL				\$24,112.75
TAX - Lea County @ 5.25%				\$1,265.92
TOTAL COST				\$25,378.67

Combining the Strengths of Philip Services Corp., Allwaste and Serv-Tech





Industrial Services Group
Central Region

REMIT TO:
Philip Services
PO Box 201056
Houston, TX 77216

*Approved For payment
6-29-01
Martyne K.*

RECEIVED
JUN 22 2001

CONSERVATION DIV.

New Mexico Energy, Mineral and Natural Resources Department
Oil Conservation Division
Attn: Ms. Martyne Kieling
1220 South St. Francis Drive
Santa Fe, New Mexico, 87505

DATE 06/19/2001
PAGE # 1
INVOICE # 62800780
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RE: Contract 00-521-07-151
Goodwin Treating Plant Site

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Well completion based on 60 foot well	Lump Sum	\$2,200.00 ✓	1.0	\$2,200.00 ✓
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Radium 226 Analysis (22 samples, credit 4 to NORM tank survey where only 9 samples of estimated 13 were submitted to lab)	Each	\$110.00 ✓	18.0	\$1,980.00 ✓
Phase I Report	Lump Sum	\$2,000.00 ✓	1.0	\$2,000.00 ✓
Phase II Report	Lump Sum	\$2,000.00 ✓	1.0	\$2,000.00 ✓
SUBTOTAL				\$24,112.75 ✓
TAX - Lea County @ 5.25%				\$1,265.92 ✓
TOTAL COST				\$25,378.67 ✓

*6,540.00
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2,030.00
4,700.00
700.00
1,237.50
787.50
787.50
1,980.00
2,000.00
2,000.00*

Combining the Strengths of Philip Services Corp., Allwaste and Serv-Tech





NEW MEXICO ENERGY, MINERALS and NATURAL RESOURCES DEPARTMENT

GARY E. JOHNSON
Governor
Jennifer A. Salisbury
Cabinet Secretary

February 21, 2001

Lori Wrotenbery
Director
Oil Conservation Division

CERTIFIED MAIL
RETURN RECEIPT NO. 7099-3220-0000-5051-2054

Mr. Don Fernald
Project Manager
Philip Environmental Service Corporation
4000 Monroe Road
Farmington, New Mexico 87401

**RE: Investigation, Clean-up and Remediation of environmental contamination at
the Goodwin Treating Plant Contract (No. 01-521-07-151) Lea County**

Dear Mr. Fernald:

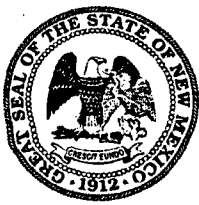
Enclosed is an executed copy of the above-referenced contract. The New Mexico Oil Conservation Division (OCD) requests a meeting here at our Santa Fe office prior to commencing work to discuss the budget particulars that will constrain the cleanup effort. The OCD will need to discuss with Philip Environmental Services Corporation items such as recycling of tank material and onsite waste management of NORM contaminated soil. Please contact us at your earliest convenience to set a meeting time. Please proceed to make arrangements to begin the contracted work.

If you have any questions, please feel free to call either me at 505/476-3451 or Martyne Kieling at 505/476-3488.

Sincerely,

Steve Ross
Legal Counsel

xc: Martyne Kieling, OCD Santa Fe
OCD Hobbs
Mike Matush, SLO
Leon Anderson, SLO Hobbs



NEW MEXICO ENERGY, MINERALS and NATURAL RESOURCES DEPARTMENT

GARY E. JOHNSON

Governor

Jennifer A. Salisbury
Cabinet Secretary

February 9, 2001

Lori Wrotenberg

Director

Oil Conservation Division

CERTIFIED MAIL

RETRUN RECEIPT NO. 7099-3220-0000-5051-1897

Martin Nee, Location Manager
Philip Environmental Services Corporation
4000 Monroe Rd.
Farmington, NM 87401

RE: Contract 00-521-07-151 for investigation, cleanup and environmental remediation
of the Goodwin treating plant.

Dear Mr. Nee:

The State of New Mexico's Oil Conservation Division of the Energy, Minerals and Natural Resources Department (EMNRD-OCD) is pleased to inform you that Philip Environmental Services Corporation has presented the best over all proposal for the investigation, cleanup and environmental remediation of the Goodwin treating plant. Enclosed in an E-mail sent to you on February 9, 2001 please find a Word document containing Contract 00-521-07-151. Please review and print out five copies of the contract. To expedite this process please sign and return all five copies to me at your earliest convenience.

If you have any questions, please call me at 505-476-3488.

Sincerely,

Martyne J. Kieling
Environmental Geologist

xc: Steve Ross, OCD Legal Counsel
OCD Hobbs



TRANSMITTAL COVER SHEET

OIL CONSERVATION DIVISION
1220 S. ST. FRANCIS DRIVE
SANTA FE, NM 87505
(505) 476-3440
(505)476-3462 (Fax)

PLEASE DELIVER THIS FAX:

TO: Martin Nee 505 326-2388

FROM: Martynne Kieling

DATE: 2-7-01

PAGES: 1 of 4

SUBJECT: W9 Form For Goodwin Project.

Please Fillout and Return ASAP today Via Fax

Thanks Martynne

IF YOU HAVE TROUBLE RECEIVING THIS FAX, PLEASE CALL THE OFFICE
NUMBER ABOVE.

FEB-07-01 WED 05:04 PM

P. 02

Chapter 5 -- Cash Disbursements**Sample Vendor Form (W-9)****Vendor Form (Substitute W-9)**

Substitute Form

Request for Taxpayer Identification
Number (TIN) VerificationNew Mexico Department of
Finance and Administration (DFA)

W-9

PRINT OR TYPE

Do Not Send to IRS

RETURN TO ADDRESS BELOW

Individual Name or
Business Name

Philip Environmental Services Corporation

STATE OF NEW MEXICO
DFA, FINANCIAL CONTROL DIV.

Doing Business As (d/b/a)

Same as above

P. O. BOX 29116

Address

4000 Monroe Rd.

SANTA FE, NEW MEXICO

87303-3116

City

Farmington

State

NM

Zip 87401

Zip

PHONE (505) 827-3071

FAX (505) 827-3692

Below, please place an 'X' beside the type of designation with which you conduct business with the State. Enter your taxpayer identification number (TIN) at the right.

Individual or Organization

Type of Taxpayer Identification Required

9 Digit Taxpayer Identification No.

___ Individual

Individual's SSN (See Reverse Side)

___ Sole Proprietorship

Owner's SSN or FEIN (See Reverse)

___ Partnership

Partnership's FEIN

___ Estate/Trust

Legal Entity's FEIN

☒ Corporation

Corporation's FEIN

___ Tax Exempt Including Medical
Services Under Sec. 501(c)(3)

Organization's FEIN

___ Governmental

Government Entity's FEIN

___ Professional Corporation

Providing a Medical Service

Professional Corporation FEIN

Licensed Realtor Yes ___ No ___

Under penalties of perjury, I certify that:

(1) The number shown on this form is my correct taxpayer identification number
AND

(2) I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends or (c) the IRS has notified me that I am no longer subject to backup withholding (does not apply to real estate transactions, mortgage interest paid, the acquisition or abandonment of secured property, contribution to an individual retirement account (IRA), and payments other than interest and dividends)

Certification instructions - You must cross out item (2) above if you have been notified by IRS that you are currently subject to backup withholding because of underreporting interest or dividends on your tax return. (Also see Signing the Certification on the reverse side of this form.)

Name (Print or Type)

Martin J. Nee

Title (Print or Type)

Operations Manager

Signature



Date 2-9-01

Telephone (505) 326-2262

DO NOT WRITE BELOW THIS LINE**AGENCY USE ONLY**

Agency Name

Sent by

Division/Bureau

Office Location

DFA USE ONLY

VEND Addition Change

1099 Yes ___ No ___

Action Completed By

Date



4000 Monroe Road
Farmington, New Mexico 87401
PH: (505) 326-2262 • FAX: (505) 326-2388

DATE: 02/09/01

TIME: 4:00 p.m.

TO: Martyne Kielling
COMPANY:PHONE:
FAX: 505-476-3462

FROM: Debbie Hambert

PHONE: (505) 326-2262
FAX: (505) 326-2388

RE: W-9 Form

PROJECT NO:

Number of pages including cover: 2

☐ Hard copy WILL NOT follow. ☒ Hard copy WILL follow

MESSAGE

Sorry For any Set back
this may have caused.

Thank You!

Debbie Hambert

CONFIDENTIALITY CAUTION

This message is intended only for the use of the individual or entity to which it is addressed and contains information that is privileged and confidential. If the reader of this message is not the intended recipient, employee or agent responsible for delivering the message to the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you have received this communication in error, please notify us immediately by telephone and return the original message to us at the above address, at our cost.

f a x**TRANSMISSION**



NEW MEXICO ENERGY, MINERALS and NATURAL RESOURCES DEPARTMENT

GARY E. JOHNSON

Governor

Jennifer A. Salisbury

Cabinet Secretary

March 7, 2001

Lori Wrotenbery

Director

Oil Conservation Division

Mr. David Coss, Division Director
New Mexico State Land Office
P.O. Box 1148
Santa Fe, NM 97504-1148

**RE: Investigation, Cleanup and Environmental Remediation of the
Goodwin Treating Plant located on State Land
SW/4 NW/4 of Section 31, Township 18 South, Range 37 East, NMPM
Lea County, New Mexico.**


Dear Mr. Coss:

The New Mexico Oil Conservation Division (OCD) has awarded a contract to Philip Environmental Services Corporation (Philip) for the investigation, cleanup and environmental remediation of the Goodwin Treating Plant located SW/4 NW/4 of Section 31, Township 18 South, Range 37 East, Lea County, New Mexico.

The OCD is requesting a Right of Access to the above location for our contractor, Philip. Philip will secure the facility with locking gate and be working under a site health and safety plan. They will be using heavy equipment on site to remove old equipment, oilfield product, waste and contaminated soil. In addition, Philip will be contracting with Eads Drilling to install a monitor well to investigate vadose zone and groundwater contamination. Staging of contaminated soil in piles or in roll-off containers is expected, as is the stockpiling of clean soil for backfilling excavations.

As was discussed with OCD Environmental Bureau Staff on February 12 and 28, 2001, a formal request will be made regarding onsite land spreading and removal of soil containing Naturally Occurring Radioactive Material (NORM). That request will specify volumes of material, level of NORM and land area that would be needed to perform the land spreading prior to off site disposal.

We are requesting Right of Access for Philip to complete the contracted work for one (1) year from the date of this letter. If you have any questions or need additional information regarding this matter please contact Martyne Kieling at (505) 476-3488.

Sincerely,


Stephen C. Ross
Assistant General Counsel

xc: Mike Matush, SLO Environmental specialist
Don Fernald, Philip Environmental Services Corporation

COMMISSIONER'S OFFICE

Phone (505) 827-5760
Fax (505) 827-5766

ADMINISTRATION

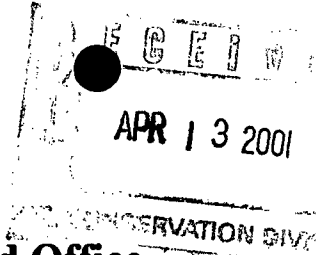
Phone (505) 827-5700
Fax (505) 827-5853

GENERAL COUNSEL

Phone (505) 827-5713
Fax (505) 827-4262

PUBLIC AFFAIRS

Phone (505) 827-1245
Fax (505) 827-5766



COMMERCIAL RESOURCES

Phone (505) 827-5724
Fax (505) 827-6157

MINERAL RESOURCES

Phone (505) 827-5744
Fax (505) 827-4739

ROYALTY MANAGEMENT

Phone (505) 827-5772
Fax (505) 827-4739

SURFACE RESOURCES

Phone (505) 827-5793
Fax (505) 827-5711

**New Mexico State Land Office
Commissioner of Public Lands
Ray Powell, M.S., D.V.M.**

April 12, 2001

Martyne Kieling
NM Energy, Minerals, & Natural Resources Department
Oil Conservation Division
1220 South St. Francis Drive
Santa Fe, NM 87505

Re: Right-of-Entry Permit No. ROE-522

Dear Mr. Kieling:

Enclosed is an approved copy of the captioned right-of-entry permit. If any corrections are necessary, please let us know and we will retype or amend this permit as necessary.

If you have any questions, please feel free to contact this office at the above address or at (505) 827-5728 or 5729.

Sincerely,

A handwritten signature in cursive script that reads "Lorrie Gasca".

Lorrie Gasca, Management Analyst
Surface Resources Division

"WE WORK FOR EDUCATION"

310 Old Santa Fe Trail, P. O. Box 1148 Santa Fe, New Mexico 87504-1148

**NEW MEXICO STATE LAND OFFICE
Ray Powell, Commissioner of Public Lands
New Mexico State Land Office Building
P.O. Box 1148, Santa Fe, NM 87504-1148**

**RIGHT OF ENTRY PERMIT
CONTRACT NO. 522**

1. RIGHT OF ENTRY PERMIT

This permit is hereby issued under the authority established by Section 19-1-2 NMSA (1985). Therefore, and in consideration of and subject to the terms, covenants, conditions, agreements, obligations and reservations contained in the permit and all other existing rights, the Commissioner of Public Lands, New Mexico State Land Office, State of New Mexico, hereinafter called "COMMISSIONER," grants to New Mexico Energy, Minerals and Natural Resources Department, Oil Conservation Division and its contractor Phillip Environmental Services Corporation whose address is 1220 South St. Francis Drive, Santa Fe, New Mexico 87505 hereinafter called "PERMITTEE," authorized use of a specific tract(s) of state trust land described in this permit.

2. TERM AND LAND DESCRIPTION

Right of entry is granted for a term of one-year commencing March 20, 2001 through March 20, 2002 to the following state lands: SW4NW4 of Section 31, Township 18 South, Range 37 East.

3. FEE. N/A

4. PERMITTED USE

For investigation, cleanup and environmental remediation of the Goodwin Treating Plant, which will involve the use of heavy equipment to remove the oil equipment, oilfield product, waste and contaminated soil and the installation of a locking gate. All work will be conducted under a site health and safety plan. Please contact Myra Meyers or Leon Anderson in the Hobbs Field Office at (505) 392-8736 and or Mike Matush in Santa Fe at (505) 827-5096 to coordinate the field work to be conducted and the onsite spreading and removal of the contaminated soil

The granting of this permit does not allow access across private lands.

5. IMPROVEMENTS

No improvements shall be placed on the premises without the prior written consent of the Commissioner.

6. RESERVATIONS

Commissioner reserves the right to execute permits on the land granted by this permit for mining purposes and for the extraction of oil, gas, salt, geothermal resources, and other mineral deposits therefrom and the right to go upon, explore for, mine, remove and sell same.

Commissioner further reserves the right to sell or dispose of natural surface products of said lands and to grant such other right-of-way and easements as provided for by law.

7. COMPLIANCE WITH LAWS

Permittee shall at its own expense comply fully with and be subject to all regulations, rules, ordinances, and requirements of the Commissioner including, but not limited to the Cultural Properties Act, NMSA 1978 as amended. It is illegal for any person or his agent to appropriate, excavate, injure, or destroy any historic, or prehistoric ruin or monument, or any object of historical, archaeological, architectural, or scientific value situated on lands owned or controlled by the State Land Office without a valid permit issued by the Cultural Properties Review Committee and approved by the Commissioner of Public Lands.

8. HOLD HARMLESS

Permittee shall have, save, and hold harmless, indemnify and defend Commissioner and the State of New Mexico, and their agent or agents, in their official and individual capacities, of and from any and all liability claims, losses, or damages arising out of or alleged to arise out of or indirectly connected with the operations of Permittee under this permit off or on the Commissioner's premises or arising out of the presence on the Commissioner's premises of any agent, contractor or subcontractor of Permittee.

9. AMENDMENT

This permit shall not be altered, changed or amended except by an instrument in writing executed by Commissioner and Permittee.

10. WITHDRAWAL

Commissioner reserves the right to withdraw any or all of the land authorized for use under this permit. If applicable, Permittee shall vacate the acreage specified within 30 days after receipt of written notification of withdrawal from the Commissioner.

11. CANCELLATION

The violation by Permittee of any of the terms, conditions or covenants of this permit or the nonpayment by Permittee of the fees due under this permit shall at the option of the Commissioner be considered a default and shall cause the cancellation of this permit 30 days after Permittee has been sent written notice of such.


12. PRESERVE AND PROTECT

The Permittee agrees to preserve and protect the natural environmental conditions of the land encompassed in this permit, and to take those reclamation or corrective actions that are accepted soil and water conservation practices and that are deemed necessary by the Commissioner to protect the land from pollution, erosion, or other environmental degradation.

13. RECLAMATION

The Permittee agrees to reclaim those areas that may be damaged by activities conducted thereon.

14. SPECIAL INSTRUCTIONS AND OR RESTRICTIONS


NOTARY PUBLIC

COMMISSIONER'S OFFICE

Phone (505) 827-5760

Fax (505) 827-5766

ADMINISTRATION

Phone (505) 827-5700

Fax (505) 827-5853

GENERAL COUNSEL

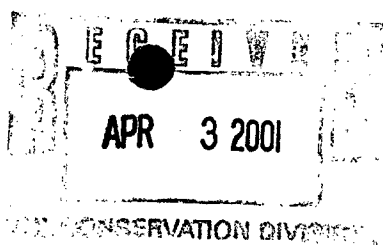
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Phone (505) 827-1245

Fax (505) 827-5766



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Phone (505) 827-5772

Fax (505) 827-4739

SURFACE RESOURCES

Phone (505) 827-5793

Fax (505) 827-5711

**New Mexico State Land Office
Commissioner of Public Lands
Ray Powell, M.S., D.V.M.**

April 2, 2001

Martyne Kieling
NM Energy, Minerals, and Natural Resources Department
Oil Conversation Division
1220 South St. Francis Drive
Santa Fe, NM 87505

Re: Right-of-Entry Permit No. ROE-522

Dear Mr. Kieling:

Enclosed is an approved copy of the captioned right-of-entry permit. If any corrections are necessary, please let us know and we will retype or amend this permit as necessary.

If you have any questions, please feel free to contact this office at the above address or at (505) 827-5728 or 5729.

Sincerely,


Lorrie Gasca, Management Analyst
Surface Resources Division

"WE WORK FOR EDUCATION"

310 Old Santa Fe Trail, P. O. Box 1148 Santa Fe, New Mexico 87504-1148

**NEW MEXICO STATE LAND OFFICE
Ray Powell, Commissioner of Public Lands
New Mexico State Land Office Building
P.O. Box 1148, Santa Fe, NM 87504-1148**

**RIGHT OF ENTRY PERMIT
CONTRACT NO. 522**

1. RIGHT OF ENTRY PERMIT

This permit is hereby issued under the authority established by Section 19-1-2 NMSA (1985). Therefore, and in consideration of and subject to the terms, covenants, conditions, agreements, obligations and reservations contained in the permit and all other existing rights, the Commissioner of Public Lands, New Mexico State Land Office, State of New Mexico, hereinafter called "COMMISSIONER," grants to **New Mexico Energy, Minerals and Natural Resources Department, Oil Conservation Division** and its contractor **Phillip Environmental Services Corporation** whose address is **1220 South St. Francis Drive, Santa Fe, New Mexico 87505** hereinafter called "PERMITTEE," authorized use of a specific tract(s) of state trust land described in this permit.

2. TERM AND LAND DESCRIPTION

Right of entry is granted for a term of one-year commencing March 20, 2001 through March 20, 2002 to the following state lands: SW4NW4 of Section 31, Township 18 South, Range 37 East.

3. FEE. N/A

4. PERMITTED USE

For the investigation, cleanup and environmental remediation of the Goodwin Treating Plant, which will involve the use of heavy equipment to remove the oil equipment, oilfield product, waste and contaminated soil and the installation of a locking gate. All work will be conducted under a site health and safety plan. Please contact Myra Meyers or Leon Anderson in the Hobbs Field Office at (505) 392-8736 and or Mike Matush in Santa Fe at (505) 827-5096 to coordinate the field work to be conducted and the onsite spreading and removal of the contaminated soil

The granting of this permit does not allow access across private lands.

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Commissioner reserves the right to execute permits on the land granted by this permit for mining purposes and for the extraction of oil, gas, salt, geothermal resources, and other mineral deposits therefrom and the right to go upon, explore for, mine, remove and sell same. Commissioner further reserves the right to sell or dispose of natural surface products of said lands and to grant such other right-of-way and easements as provided for by law.

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9. AMENDMENT

This permit shall not be altered, changed or amended except by an instrument in writing executed by Commissioner and Permittee.

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Commissioner reserves the right to withdraw any or all of the land authorized for use under this permit. If applicable, Permittee shall vacate the acreage specified within 30 days after receipt of written notification of withdrawal from the Commissioner.

11. CANCELLATION

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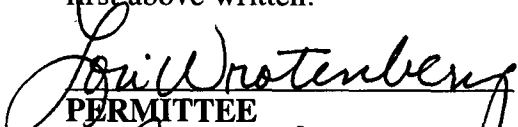
13. RECLAMATION

The Permittee agrees to reclaim those areas that may be damaged by activities conducted thereon.

14. SPECIAL INSTRUCTIONS AND OR RESTRICTIONS

1. No off road vehicle traffic allowed
2. No wood collection or tree cutting allowed.
3. Disturbing, dislodging, damaging, defacing, destroying or removing historical archaeological, paleontological or cultural sites or artifacts is prohibited.
4. Disturbing, dislodging, damaging, defacing, destroying any improvement, fixture, item, object or thing placed or located in, under or upon the land is prohibited.
5. Any other activities not listed are not allowed unless prior written approval from the Commissioner of Public Lands is granted.
6. A report of the work conducted and the data collected through this effort will be shared with the State Land Office.

WITNESS the hands and seals of PERMITTEE and COMMISSIONER on the day and year first above written.


PERMITTEE

Telephone: 476-3440


COMMISSIONER OF PUBLIC LANDS

ACKNOWLEDGMENT

STATE OF NEW MEXICO)

COUNTY OF Santa Fe)

The foregoing instrument was acknowledged before me this 23rd day of March, 2001.

My Commission Expires: April 7, 2001 Maris C. Archuletta
NOTARY PUBLIC

+\$200,000

RFP For Cleanup of Goodwin Treating Plant

Do these together

RFP

Contract

5 original Signatures when going to AG office
4 if Not

Signed By Tax & Rev.

- Signed By Proposal winner

Signed By AG office scopes if over \$200,000

} Same time
Send letter with it

Give Contract Package to Denise Zindel She will
get Secretary Signatures & Send to DFA.

Contract Package

Contract Form Signed by Division Fiscal officer

Penny Clark

Signed by Program manager Steve

Harry Nutter

Division Director

Attachments

① Contract Brief white/yellow/pink/orange Form

② Selection Documentation Proposal costs

Table Ranking

Committee Ranking.

③ DFA letter (Field letter) Jenifer Signs

④ Purchase Commitment Review Form Mary Prints out

(May Need a W-9 and # Digit Tax & Rev #

From company) Mary

Signed Initials

Penny & Lori

Need complete copy - of Signed Package To Send to AG

CONTRACT FORM

Requesting Division:
Oil Conservation Division

Contract Number: _____

Name of Contractor: Philip Environmental Services Corporation

Fiscal Year: 2001

Line Item: 0522

Center Number: 2501

Amount of Agreement: \$299,260

Type of Funds:
Reclamation Fund

Expiration Date: September 7, 2001
Grant Expiration Date: NA

Is this procurement exempt from the Procurement Code?
NO

If the contract is a joint powers agreement with another public agency, describe the common powers to be exercised by the agencies and the statutory authority for each agency to enter into the contract.
NA

Describe the services the contractor will perform.

The scope of the procurement includes, but is not limited to:

1. the demolition of all buildings and foundations;
2. the removal of all tanks, equipment, material, trash and junk from the location and recycle/disposal in a manner approved by the EMNRD-OCD;
3. the removal of all oilfield products or wastes at the site including regulated NORM and recycle/disposal at an EMNRD-OCD-approved facility;
4. the installation of one ground-water monitoring well; and
5. investigate the extent of the subsurface contamination.

Describe how the contractor will be compensated.

Contractor will be compensated based on a lump sum amount for specific services to include.

1. Sub-surface contamination investigation at overflow pit
2. Well completion
3. Groundwater sampling and analysis
4. NORM survey and lab analysis
5. Tank fluid removal and disposal
6. Tank solids removal and disposal
7. Regulated NORM removal and disposal including fees and transportation.
8. Tank and equipment removal and recycle/disposal
9. Near-surface contamination investigation
10. Non-regulated NORM contaminated soil removal
11. Backfilling excavations with back-hauled clean soil
12. Phase 1 report
13. Phase 2 report
14. Phase 3 report

Will the contract include reimbursement for travel for the contractor or subcontractors.
NO

CONTRACT FORM

Will any confidential information be provided to or developed by the contractor? If so, what is the for the confidentiality of the information?

NO

Will there be any news releases or other publicity about the project for which the contractor should acknowledge EMNRD?

NO

Is any other acknowledgment necessary?

NO

Are there any contract terms which the program manager believes should be included?

NO

Are there any specific federal regulations which govern this contract?

NO

Will there be any required attachments to the contract?

NO

ATTACHMENTS:

1. DFA Technical and Professional Services Contract Brief.
2. Selection Documentation including written quotations, and rating sheets.
3. DFA Letter of Justification *(The letter of justification must include: purpose and amount of agreement; type of funds; method used to select contractor; and the reasons the contractor was selected.)*
4. Purchase Commitment Review Form.

APPROVED BY:

I have reviewed the contract, there is money available in the correct category and I have issued the purchase commitment review form.



DIVISION FISCAL OFFICER

I proposed the contract and selected the contractor in accordance with the Procurement Code and the current GSD and DFA regulations governing procurement and contracts, to the best of my knowledge.



PROGRAM MANAGER

I have reviewed and approved the proposed contract and it is in accordance with Division policy.



DIVISION DIRECTOR

0 1
FY

5 2 1
Agency Code

0 7 0 0
Organization Code

0 1 5 1
Contract No.

Amend No.

Vendor Code:

3 4 1 8 5 2 2 3 6

Contractor Name: Philip Environmental Services Corporation

Contractor Address: 4000 Monroe Rd., Farmington, NM 87401

Phone: 505-326-2262

Agency Contact Person: Denise Zendel

Phone: 505-476-3215

Single-Year Contract:

☒ \$ 299,260 Total Contract Amount

Multi-Year Contract:

Check Applicable Year

☐ FY-1

☐ FY-3

Contract or Amendment Amount:

General Fund \$

Other State Funds \$ 299,260

Federal Funds \$

Total \$ 299,260

Multi-Year Contract:

☐ \$ Total Contract Amount

☐ FY-2

☐ FY-4

Contract Term:

From

(DFA Approval Date To Be Filled in by Contracts Review Bureau)

To

0 9 - 0 7 - 2 0 0 1
(Termination Date)

Retroactive: Y/N

Date:

Documents Enclosed - Check one or more of the following:

☒ Contract

☒ Purchase Document

☐ Contract Amendment

☐ Purchase Document Modification

☐ Sole Source Determination

☐ Retroactive Justification

☒ Other Field letter

BRIEF DESCRIPTION OF SERVICES -

PROCUREMENT PROCEDURE - Check the applicable citation:

Section 13-1-125 NMSA 1978, small purchase contract (under \$20,000 excluding gross receipts tax).

Section 13-1-98 NMSA 1978, exempt from the procurement code.

Section 13-1-120 NMSA 1978, competitive proposal for architect/engineer/landscape/architect/surveyor.

☒ Section 13-1-111 NMSA 1978, competitive sealed proposal (contract over \$20,000).

Section 13-1-126 NMSA 1978, sole source procurement (requires written determination and DFA approval).

REQUIREMENTS - Enter Y (yes) to certify the following mandatory requirements:

☒ The agency certifies to DFA that all relevant requirements of the Procurement Code have been followed.

☒ The agency certifies to DFA that the contractor will perform at all times as an independent contractor for purposes of IRS tax compliance and is not performing services as an employee of the agency.

☒ The agency certifies to DFA that the agency has performed a legal review and the contract is in compliance with all federal and state laws, rules or regulations.

OTHER REQUIREMENTS - Enter Y (yes), N (no), or N/A (not applicable) to each of the following:

☒ The agency certifies to DFA that the requirements of the Governmental Conduct Act, Section 10-16-1 NMSA 1978 regarding conflict of interest with public officers or state employees have been followed.

☒ The agency certifies to DFA that the contract complies with GSD rules regarding indemnification and insurance.

☒ The agency certifies to DFA that Chief Information Officer approval has been obtained, if applicable.

☒ The agency certifies to DFA that Attorney General review has been obtained because:

☒ Contract is greater than \$200,000 ☐ Contract is with legislator ☐ Contract is with former state employee ☐ Contract is with present employee

☒ The agency certifies to DFA that any required performance bonds have been obtained, Section 13-1-148 NMSA 1978.

Cabinet Secretary, Agency Head or Designee

Title

Date

DFA USE ONLY

Category

Status

Amendment Type

Staff

Date Logged CRB

Date Received CRB

Date Resubmitted CRB

Date Approved CRB

Status

PURCHASE DOCUMENT

Number

Amount

Date to FCD

Date From FCD

COMMENTS:

Proposals

~~Bids~~ Received for the Goodwin Treating Plant RFP.

1.	Gandy Corporation	\$160,415
2.	ETGI	\$178,800
3.	Onsite Technologies	\$191,664
4.	Philip Environmental, PSC Outsourcing	\$199,260
5.	Vision Technology	\$211,287
6.	AMEC	\$228,580
7.	BBC International	\$240,635
8.	Robles	\$250,108
9.	Environeering	\$285,547
10.	Envirotech	\$346,386
11.	Sustainable Environmental Solutions	\$803,773

Goodwin Treating Plant RFP Analysis

Category	Project		Experience		References		Cost			Total	
	Company	Approach	Plan	Staff	Organization	Corporate	Staff	Turnkey	Supplemental	Score	Score
	max	75	150	150	175	75	75			300	1000
	Philip Environmental	70	138	123	148	65	57	199		233	843
	Gandy Corporation	48	70	120	142	58	57	160		300	795
	Amec	65	103	113	148	65	65	229		210	770
	Onsite Technologies	65	115	120	130	65	20	192		250	765
	BBC International	67	107	117	150	62	42	241		199	743
	Envroneering	65	120	118	143	65	42	285		168	722
	Envirotech	67	118	110	140	65	18	346		139	657
	ETGI	53	83	100	120	0	0	179		268	625
	Robles	52	87	58	87	27	13	250		192	515
	Vision Technology	37	58	67	67	37	20	211		227	512
	Sustainable Env. Solo.	62	83	60	112	65	58	804		60	500

	<u>Philip</u>	<u>Gandy</u>	<u>Amec</u>	<u>On-Site</u>	<u>BBC</u>
NORM Off-site disposal	1345	722	220	1047	1180
Air Rotary Rig	280	300	275	316	355
Move-in/Move-out	85	63	0	0	90
Backhoe	30	57	50	85	57
Trackhoe	60	121	125	225	100
Dozer	85	94	95	165	100
Trucking	60	63	70	70	53
Front-end Loader	50	76	70	105	82
Senior Scientist	70	75	85	75	85
Environmental Technician	35	45	40	45	55
Norm Technician	55	55	100	75	75
Radium Analysis	110	N/R	N/R	N/R	155
Water Truck	68	66	61	70	71
TPH Lab Analysis	52	55	35	125	110
BTEX Analysis	45	45	35	60	53
Laborers	25	21	25	30	40
P.I.D.	25	0	24	75	80
Chloride Lab Analysis	25	17	10	16	18
Off-site Landfarming	26	20	16	16	15
Backhaul clean soil	13	6	8	7	7
Bentonite Pellets	0.25	0.167	0.6	0.3	0.3
PVC	10.5	1.25	1.55	2.24	3.1
Produced Water	8	2	2	2	2
NORM Labor	8	7	9	3	1

Goodwin Treating Plant RFP Analysis

Matryne	Approach	Plan	Staff	Organization	Corporate	Staff				
Gandy Corporation	65	100	150	150	75	75				
ETGI	70	100	100	150	0	0				
Onsite Technologies	70	120	150	160	75	10				
Phillip Environmental	75	150	150	175	75	75				
Vision Technology	40	70	100	100	30	10				
Amec	75	90	150	175	75	75				
BBC International	75	100	150	175	75	75				
Robles	70	140	50	100	5	15				
Environeering	70	140	120	150	75	75				
Envirotech	70	130	150	170	75	5				
Sustainable Env. Solo.	75	100	20	175	75	75				
Jack	Approach	Plan	Staff	Organization	Corporate	Staff				
Gandy Corporation	40	50	100	150	50	45				
ETGI	35	50	100	125	0	0				
Onsite Technologies	70	130	130	150	70	0				
Phillip Environmental	70	140	130	170	70	45				
Vision Technology	30	30	50	50	30	0				
Amec	65	120	100	155	70	70				
BBC International	60	110	100	150	60	0				
Robles	40	40	50	75	50	0				
Environeering	70	120	125	150	70	0				
Envirotech	70	125	100	150	70	0				
Sustainable Env. Solo.	50	50	100	100	70	50				
Ed	Approach	Plan	Staff	Organization	Corporate	Staff				
Gandy Corporation	40	60	110	125	50	50				
ETGI	55	100	100	85	0	0				
Onsite Technologies	55	95	80	80	50	50				
Phillip Environmental	65	125	90	100	50	50				
Vision Technology	40	75	50	50	50	50				
Amec	55	100	90	115	50	50				
BBC International	65	110	100	125	50	50				
Robles	45	80	75	85	25	25				
Environeering	55	100	110	130	50	50				
Envirotech	60	100	80	100	50	50				
Sustainable Env. Solo.	60	100	60	60	50	50				

Bids Received for the Goodwin Treating Plant RFP.

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Trackhoe	60	121	125	225	100
Dozer	85	94	95	165	100
Trucking	60	63	70	70	53
Front-end Loader	50	76	70	105	82
Senior Scientist	70	75	85	75	85
Environmental Technician	35	45	40	45	55
Norm Technician	55	55	100	75	75
Radium Analysis	110	N/R	N/R	N/R	155
Water Truck	68	66	61	70	71
TPH Lab Analysis	52	55	35	125	110
BTEX Analysis	45	45	35	60	53
Laborers	25	21	25	30	40
P.I.D.	25	0	24	75	80
Chloride Lab Analysis	25	17	10	16	18
Off-site Landfarming	26	20	16	16	15
Backhaul clean soil	13	6	8	7	7
Bentonite Pellets	0.25	0.167	0.6	0.3	0.3
PVC	10.5	1.25	1.55	2.24	3.1
Produced Water	8	2	2	2	2
NORM Labor	8	7	9	3	1

Goodwin Treating Plant RFP Analysis

[illegible]

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Vision Technology		37	58	67		67	37	20		211	227	512
Sustainable Env. Solo.		62	83	60		112	65	58		804	60	500

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Backhoe	30	57	50	85	57
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Dozer	85	94	95	165	100
Trucking	60	63	70	70	53
Front-end Loader	50	76	70	105	82
Senior Scientist	70	75	85	75	85
Environmental Technician	35	45	40	45	55
Norm Technician	55	55	100	75	75
Radium Analysis	110	N/R	N/R	N/R	155
Water Truck	68	66	61	70	71
TPH Lab Analysis	52	55	35	125	110
BTEX Analysis	45	45	35	60	53
Laborers	25	21	25	30	40
P.I.D.	25	0	24	75	80
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PVC	10.5	1.25	1.55	2.24	3.1
Produced Water	8	2	2	2	2
NORM Labor	8	7	9	3	1

Goodwin Treating Plant RFP Analysis

[illegible]



NEW MEXICO ENERGY, MINERALS and NATURAL RESOURCES DEPARTMENT

GARY E. JOHNSON

Governor

Jennifer A. Salisbury

Cabinet Secretary

February 13, 2001

Harold G. Field, II, Secretary
Department of Finance and Administration
Bataan Memorial Building
Santa Fe, NM 87501

**Re: Contract No. 01-521-07-151
Philip Environmental Services Corporation**

Dear Secretary Field:

The Energy, Minerals & Natural Resources Department (EMNRD) proposes to enter into a Professional Services Agreement with Philip Environmental Services Corporation for the purpose of investigation, cleanup and environmental remediation of the Goodwin Treating Plant, located in the SW/4 NW/4 of Section 31, Township 18 South, Range 37 East, Lea County, New Mexico. This Agreement, which provides \$299,260 in funding for this service, expires on September 7, 2001.

Funding for this project is provided by the Oil and Gas Reclamation Fund. NMSA 1978, Sections 70-2-37 and 70-2-38, create the "Oil and Gas Reclamation Fund" ("Fund") and provide for the administration of the Fund. Expenditures from the Fund may be used to plug abandoned wells and to restore and remediate abandoned well sites and associated production facilities.

The selection process followed the evaluation process outlined in the Request For Proposal and was based on project approach, plan, experience, references and cost. Philip Environmental Services Corporation had the best overall evaluation score.

Your assistance in this matter is greatly appreciated. If you need additional information, please contact Martyne Kieling, Environmental Geologist, at 476-3488

Sincerely,

Jennifer A. Salisbury

Encl.

VENDOR
CODE
341852236

VENDOR NAME AND ORDER ADDRESS
PHILIP ENVIRONMENTAL
SERVICES CORPORATION
4000 MONROE RD
FARMINGTON, NM 87401
PH0017

STATE OF
NEW MEXICO
PURCHASE DOCUMENT

S
H
I
P
T
O

Energy, Minerals and Natural Res
Department (ASD)
1220 South St. Francis Dr.
Santa Fe, NM 87503

B
I
L
L
T
O

ENERGY, MINERALS & NATURAL RESOU
DEPT (ASD)
PO BOX 6429
SANTA FE, NM 87502

AGENCY
CONTACT
Bonnie Vigil

PHONE
NUMBER
(505) 827-1119

LN	FUND	AGCY	ORG	OBJECT	AMOUNT	FOR AGENCY USE
01	311	521	2500	0522	100000.00	0522 2501 100000.00
TOTAL					100000.00	

MAXIMUM OF SIX ACCOUNTING LINES PER PURCHASE ORDER

AGENCY APPROVAL - I certify that the proposed purchase represented by this document is authorized by and is made in accordance with all State (and if applicable, Federal) legislation, rules and regulations. I further certify that adequate unencumbered cash and budget expenditure authority exists for this proposed purchase and that all other requirements and accounts payable.

AGENCY AUTHORIZED SIGNATURE
Bonnie Vigil

TITLE
DATE
02/13/2001

COM LN	QUANTITY	UNIT	COMMODITY CODE	ACCT LN	ARTICLE AND DESCRIPTION
01					Need to encumber funds for Professional Services Agreement with Philip Environmental for investigation, cleanup and environmental remediation of the Goodwin Treating Plant located in Lea County.

BUDGET FY
01

DATE
02/13/2001

PAGE
1 OF 1

AGENCY
CODE
521

DOCUMENT
NUMBER
01-311-005825

TERMS
DELIVERY
DATE
/ /

FOR

☐ PURCHASE REQUISITION
(Bids must be requested for items over \$500.00)

☐ ESTABLISH ☐ RENEWAL NO.

RECOMMENDED SOURCE & SPECIAL REMARKS:

☒ CONTRACT, PRICE AGREEMENT, PURCHASE ORDER
OTHER THAN PROFESSIONAL SERVICE CONTRACTS:
(Approved vendors must be used for items under contract)

C/P/PO#
SPD 01-521-07-151

EXPIRES:
09/07/2001

☐ DIRECT PURCHASE ORDER
(only valid for purchases \$500.00 and under)

☐ EXEMPT FROM THE NM PROCUREMENT CODE
Pursuant to Section _____ NMSA, 1978

☐ EXCLUDED FROM PROCUREMENT THROUGH STATE PURCHASING
Pursuant to Section _____ NMSA, 1978

☐ FOR ENCUMBERING PURPOSES ONLY
Reason: _____

APPROVAL 1
DATE
APPROVAL 2
DATE

ARTICLE AND DESCRIPTION	UNIT COST	TOTAL COST
Need to encumber funds for Professional Services Agreement with Philip Environmental for investigation, cleanup and environmental remediation of the Goodwin Treating Plant located in Lea County.	100000.0000	100000.00
TOTAL		100000.00

5824

State of New Mexico
Energy, Minerals and Natural Resources Department
01 Budget Fiscal Year
Purchase/Commitment Review Form

02/13/2001
16:28:36

Vendor PHILIP ENVIRONMENTAL PH0017 Doc Type C Control Number 95553
Name SERVICES CORPORATION
4000 MONROE RD
and FARMINGTON, NM 87401
Address
Input by: BVIGIL
02/13/2001
Reviewed
Vendor TIN 341852236 Vendor Type C CRS Cert Sent / /
Contact Bonnie Vigil
505/827-1119
Desc Cleanup and Environ. Cleanup

Ship to Energy, Minerals and Natural R
Department (ASD)
1220 South St. Francis Dr.
Santa Fe, NM 87503
Invoice to ENERGY, MINERALS & NATURAL RES
DEPT (ASD)
PO BOX 6429
SANTA FE, NM 87502

Contract: 01-521-07-151 Expires: 09/07/2001

Notes Cleanup and Environmental remediation of the Goodwin Treating Plant located in Lea County.

DFA Line Number	Object	LGFS-Org	Amount	Enc Nbr
01	0522	2501	199,260.00	
		Total	199,260.00	

Item	Qty	Unit	Article and Description	Unit Price	Amount
1			Need to encumber funds for Professional services agreement with Philip Environmental for investigation, cleanup and environmental remediation of the Goodwin Treating Plant located in Lea County.	199,260.0000	199,260.00
				Total	199,260.00

Only enc this amount because there's not enough money to cover the ~~200,000~~ extra 100,000. need to do a BAK: Cant

do that until post legal.
O/B Recl. fund
don't want to hit \$1 mil.
make, or legal.
will take away.

Say this on transmittal
Sign both sets

VENDOR
CODE 341852236
VENDOR NAME AND ORDER ADDRESS
 PHILIP ENVIRONMENTAL
 SERVICES CORPORATION
 4000 MONROE RD
 FARMINGTON, NM 87401
 PH0017

STATE OF
NEW MEXICO
PURCHASE DOCUMENT

S Energy, Minerals and Natural Res
I Department(ASD)
L 1220 South St. Francis Dr.
T Santa Fe, NM 87503
O

B ENERGY, MINERALS & NATURAL RESOU
I DEPT (ASD)
L PO BOX 6429
T SANTA FE, NM 87502
O

AGENCY
CONTACT Bonnie Vigil
PHONE (505) 827-1119
NUMBER

LN	FUND	AGCY	ORG	OBJECT	AMOUNT	FOR AGENCY USE
311	521	2500	0522	199260.00	0522	2501 199260.00
TOTAL					199260.00	

MAXIMUM OF SIX ACCOUNTING LINES PER PURCHASE ORDER
 AGENCY APPROVAL: I certify that the proposed purchase represented by this document is authorized by and is made in accordance with all State and applicable Federal legislation, rules and regulations. I further certify that adequate unencumbered cash and budget expenditure authority exists for this proposed purchase and all other outstanding purchase commitments and accounts payable.
 AGENCY AUTHORIZED SIGNATURE

Bonnie Vigil
 TITLE DATE 02/13/2001

COM	QUANTITY	UNIT	COMMODITY CODE	ACCT LN	ARTICLE AND DESCRIPTION	UNIT COST	TOTAL COST
1					Need to encumber funds for Professional services agreement with Philip Environmental for investigation, cleanup and environmental remediation of the Goodwin Treating Plant located in Lea County.	199260.0000	199260.00

BUDGET FY 01 **DATE** 02/13/2001 **PAGE** 1 OF 1
AGENCY CODE 521 **DOCUMENT NUMBER** 01-311-005824
TERMS **DELIVERY DATE** / / **FOR**

☐ **PURCHASE REQUISITION**
 (Bids must be requested for items over \$500.00)
☐ **RECOMMENDED SOURCE & SPECIAL REMARKS:**
☐ **ESTABLISH** ☐ **RENEWAL NO.**

☒ **CONTRACT, PRICE AGREEMENT, PURCHASE ORDER OTHER THAN PROFESSIONAL SERVICE CONTRACTS:**
 (Approved vendors must be used for items under contract)
C/P# SPD 01-521-07-151 **EXPIRES:** 09/07/2001
☐ **DIRECT PURCHASE ORDER**
 (only valid for purchases \$500.00 and under)
☐ **EXEMPT FROM THE NM PROCUREMENT CODE**
 Pursuant to Section NMSA, 1978
☐ **EXCLUDED FROM PROCUREMENT THROUGH STATE PURCHASING**
 Pursuant to Section NMSA, 1978
☐ **FOR ENCUMBERING PURPOSES ONLY**
 Reason:

APPROVAL 1 **DATE** **APPROVAL 2** **DATE**

Revised 6/98

**STATE OF NEW MEXICO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE
ENERGY, MINERALS AND NATURAL RESOURCES DEPARTMENT
AND
PHILIP ENVIRONMENTAL SERVICES CORPORATION**

THIS AGREEMENT is made and entered into by and between New Mexico Energy, Minerals and Natural Resources Department or its successor agency ("EMNRD") and Philip Environmental Services Corporation, a corporation organized and existing under the laws of the State of Missouri and registered to do business in the State of New Mexico ("the Contractor").

IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

1. Scope of Work.

A. In General. The Contractor shall investigate, clean-up and remediate environmental contamination at the Goodwin Treating Plant site, located in the SW/4 NW/4 of Section 31, Township 18 South, Range 37 East, Lea County, New Mexico, as set forth herein and on Attachment No. 1 (EMNRD's Request for Proposals, dated December 11, 2000, for Investigation, Cleanup and Environmental Remediation of the Goodwin Treating Plant), Attachment No. 2 (the Proposal dated January 31, 2001 of the

Contractor), and Attachment 3 (the Contractor's letter of February 7, 2001 amending its pricing for the services to be provided).

B. Turnkey Work. The Contractor shall perform all the work described in Section V(A) of Attachment No. 1 (paragraphs 1 through 14 inclusive). This work is referred to in the Request for Proposals as the "turnkey" work.

C. Supplemental Work. The Contractor shall, upon specific written request of a person designated by EMNRD as the Procurement Manager for the project, perform supplemental work as detailed in Section V(C) of Attachment 1.

D. Quality of Work. All work shall be performed in a workmanlike manner and shall conform to all applicable statutes, regulations, codes and rules, including those of the EMNRD and the New Mexico Environment Department.

2. Compensation.

A. Upon completion of work previously described as "turnkey work," EMNRD shall pay the Contractor for services rendered to total sum of One Hundred Ninety-nine Thousand, Two-hundred Sixty Dollars (\$ 199,260), which shall include New Mexico Gross receipts taxes, if applicable. Payment of that total amount shall not relieve the Contractor of any unperformed obligations under Paragraph 1(A), 1(B) and 1(D).

B. EMNRD shall pay the Contractor for any supplementary services requested as set forth on Attachment 3 (supplementary services, quote of the Contractor), but shall not exceed the total sum of One Hundred Thousand Dollars (\$100,000) inclusive of New

Mexico Gross Receipts taxes, if applicable.

C. The Contractor may elect to receive a progress payment upon completion of any of the fourteen (14) phases of the "turnkey" portion of the work, as described on Attachment 1, Section V(A), upon completion of the phase for which compensation is requested, but only after certification of the EMNRD Procurement Manager that work has been completed to specifications.

D. The Contractor may elect to receive a progress payment for any supplementary services requested by the EMNRD Procurement Manager, as described in Attachment 1, Section V(C), upon completion of the work requested and after certification of the EMNRD Procurement Manager that work has been completed to specifications.

E. All payments under this Agreement shall be made by EMNRD upon receipt of a detailed and certified statement evidencing to the satisfaction of EMNRD the propriety of any requested payment. The Contractor shall not be entitled to receive any payments hereunder unless supported by appropriate billing statements and documentation.

F. Within fifteen (15) days after the date EMNRD receives written notice from the Contractor that payment is requested for services or items of tangible personal property delivered on site and received, EMNRD shall issue a written certification of complete or partial acceptance or rejection of the services or items of tangible personal property. If EMNRD finds that the services or items of tangible personal property are not

acceptable, it shall, within thirty (30) days after the date of receipt of written notice from the Contractor that payment is requested, provide to the Contractor a letter of exception explaining the defect or objection to the services or delivered tangible personal property along with details of how the Contractor may proceed to provide remedial action. Upon certification by EMNRD that the services or items of tangible personal property have been received and accepted, payment shall be tendered to the Contractor within thirty days after the date of certification. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. After the thirtieth day from the date that written certification of acceptance is issued, late payment charges shall be paid on the unpaid balance due on the contract to the Contractor at the rate of 1% per month.

3. Contract Documents. The contract shall consist of the following documents: (1) this Agreement; (2) Attachment No. 1 (EMNRD's Request for Proposals, dated December 11, 2000, for Investigation, Cleanup and Environmental Remediation of the Goodwin Treating Plant); (3) Attachment No. 2 (the proposal of Phillips Environmental Services Corporation, dated January 31, 2001); and (4) Attachment No. 3 (the Contractor's letter of February 7, 2001 amending its pricing for the services). Where ambiguities or conflicts exist between these documents, they shall be interpreted and given effect in the order listed.

4. Term. **THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL
APPROVED BY THE NEW MEXICO DEPARTMENT OF FINANCE AND**

ADMINISTRATION (DFA). This Agreement shall expire on September 7, 2001, unless earlier terminated pursuant to Paragraph 5, below.

5. Termination. This Agreement may be terminated by either party upon written notice delivered to the other at least thirty (30) days prior to the intended date of termination. By such termination, neither party may nullify obligations or duties incurred prior to the date of termination. THE PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE OTHER LEGAL RIGHTS AND REMEDIES AFFORDED THE STATE IN SUCH CIRCUMSTANCES AS CONTRACTOR'S DEFAULT/BREACH OF CONTRACT.

6. Suspension of Work. Work under this Agreement may be suspended at any time in the discretion of EMNRD if conditions at the site so dictate.

7. Status of the Contractor. The Contractor and its agents and employees are independent contractors performing professional services for EMNRD and are not employees of EMNRD. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of state vehicles, or any other benefit afforded to employees of EMNRD by virtue of this Agreement.

8. Assignment. The Contractor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without prior written approval from EMNRD.

9. Subcontracting. The Contractor shall not subcontract any portion of the services to be performed under this Agreement or obligate itself in any manner to any third party,

with respect to any rights or responsibilities under this Agreement, without the prior written approval from EMNRD.

10. Records and Audit. The Contractor shall maintain detailed time records that indicate the date, time and nature of services rendered. These records shall be maintained and available within the State of New Mexico if the Contractor has an office within the State; otherwise, the Contractor shall make such records available to EMNRD within 30 days upon request by EMNRD. The Contractor shall permit any authorized representative of EMNRD, DFA, the New Mexico State Auditor to inspect and audit all data and records of the Contractor relating to performance under this Agreement for three (3) years after final payment has been made. The Contractor further agrees to include in all subcontracts hereunder the same right of inspection and audit against all subcontractors. Payment under this Agreement shall not foreclose the right of EMNRD to recover incorrect, excessive or illegal payments. The periods of inspection and audit may be extended for records that relate to litigation or settlement of claims arising out of performance of this Agreement.

11. Appropriations. The terms of this Agreement are contingent upon sufficient appropriation and authorization being granted by the New Mexico State Legislature. If sufficient appropriation or authorization is not granted, this Agreement shall terminate upon written notice from EMNRD to the Contractor. EMNRD's decision as to whether sufficient appropriations are available shall be final, binding, and accepted by the

Contractor.

12. Release. The Contractor, upon final payment of all amounts due under this Agreement, releases EMNRD and its officers and employees from all liabilities, claims and obligations whatsoever arising from or under this Agreement. The Contractor agrees not to purport to bind the State of New Mexico to any obligation not assumed herein, without express written authority from EMNRD, and then only within the strict limits of that written authority.

13. Confidentiality. Any confidential information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made available by the Contractor to any individual or organization without prior written.

14. Product of Services; Copyright. All materials developed or acquired by the Contractor under this Agreement shall become the property of the State of New Mexico and shall be delivered to EMNRD not later than the expiration date of this Agreement. Nothing produced, in whole or in part, by the Contractor under this Agreement shall be the subject of an application for copyright by or on behalf of the Contractor.

15. Conflict of Interest. The Contractor warrants that it presently has no interest in and that it shall not acquire any interest, direct or indirect, which would conflict in any manner with performance under this Agreement.

16. Amendment. This Agreement shall not be changed or amended except by written instrument executed by the parties.

17. Waiver. No waiver of any breach of this Agreement or any of the terms or conditions hereof shall be a waiver of any other or subsequent breach; no waiver shall be valid or binding unless the same be in writing and signed by the party alleged to have granted the waiver.

18. Merger. This Agreement incorporates all the covenants and understandings between the parties hereto concerning the subject matter hereof, and all such covenants and understandings have been merged into this written Agreement. No other assurance, verbal or otherwise shall be valid or enforceable except as embodied in this Agreement.

19. Compliance with Funding Source Conditions. The Contractor shall comply with all applicable state and federal statutes, rules and regulations imposed as a consequence of funding pursuant to this Agreement.

20. Equal Opportunity Compliance. The Contractor agrees to abide by all federal and state laws and regulations pertaining to equal employment opportunity. In accordance with those laws and all regulations issued pursuant thereto, the Contractor agrees that no person in the United States shall, on the grounds of race, color, national origin, sex, age or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If the Contractor is found to be not in compliance with these requirements during the life of this Agreement, the Contractor agrees to take appropriate steps to correct those deficiencies.

21. Procurement, Utilization and Disposition of Property. If upon termination of this Agreement the Contractor has any property in its possession belonging to EMNRD, the Contractor shall account for the property and dispose of it as directed by EMNRD. Reports of property acquired shall be made to EMNRD within one (1) month following such acquisition.

22. Minimum Wage Rate. If applicable, the Contractor shall comply with minimum wage rates as established by the New Mexico Labor and Industrial Commission, and with all other applicable requirements of that Commission, including posting of the wage rates in a prominent location on the site of hiring for and performance of this Agreement.

23. Hold Harmless Agreement. The Contractor shall defend, indemnify and hold EMNRD, the State of New Mexico, its officers and employees harmless from all actions, proceedings, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of this Agreement or any amendment hereto in the proportion that the tortious act or omission of the Contractor, its officers, employees, servants or agents has caused such liability. Nothing in this Agreement shall be deemed to be a waiver by the State of New Mexico of the provisions of the Tort Claims Act, NMSA 1978, Sections 41-4-1, et seq.

24. Duty to Insure.

A. During the term of this Agreement and any amendment hereto, the Contractor shall maintain in force a policy or policies of insurance providing:

1) Comprehensive performance liability protection covering contractual liability which may arise under this Agreement and any amendment hereto. Such insurance policy or policies shall name the State of New Mexico and EMNRD as co-insured or as principal beneficiaries.

2) Worker's Compensation protection which complies with the requirements of the New Mexico Worker's Compensation Act, NMSA 1978, Sections 52-1-1 et seq., if applicable.

3) Comprehensive public liability protection covering property damage and personal injury liability which may arise under this Agreement and any amendment hereto, in amounts equal to or greater than liability limits set forth in NMSA 1978, Section 41-4-19, as may be amended from time to time. Such policy or policies shall name the State of New Mexico and EMNRD as co-insured or as principal beneficiaries.

B. The Contractor shall provide EMNRD with proof of coverage evidencing compliance with this Section within a reasonable time of execution of this agreement. The Contractor shall not commence any work under this agreement until the required insurance coverage is obtained. The Contractor shall notify EMNRD ten (10) days before

cancellation or expiration of any required Workers' Compensation or contractual or public liability insurance coverage.

25. Attorneys' Fees and Costs. The Contractor agrees that if it is found by a court of competent jurisdiction to have breached this Agreement, or any amendments hereto, or to have committed any tortious act relating to the scope of this Agreement, EMNRD may recover from the Contractor reasonable attorneys' fees and costs in connection with litigation brought to obtain such judicial determination.

26. Criminal and Civil Liability. The New Mexico Procurement Code, NMSA 1978, Sections 13-1-28 through 199, imposes criminal and civil penalties for its violation. New Mexico criminal statutes further impose felony penalties for payments of illegal bribes, gratuities or kickbacks.

26. Applicable Law. The laws of the State of New Mexico shall govern this Agreement.

IN WITNESS WHEREOF, the parties hereto have herein below executed this

Agreement.

FOR:

**STATE OF NEW MEXICO
ENERGY, MINERALS and NATURAL
RESOURCES DEPARTMENT**

By: _____

Date: _____

FOR:

**STATE OF NEW MEXICO
DEPARTMENT OF FINANCE AND
ADMINISTRATION**

By: _____
(State Contracts Officer)

Date: _____

FOR:

**PHILIP ENVIRONMENTAL
SERVICES CORP.**

By: _____
(Authorized Repr./Title)

FED. I.D. # _____

Date: _____

The records of the Taxation and Revenue Department reflect that the Contractor is registered with the Taxation and Revenue Department of the State of New Mexico to pay gross receipts and compensating taxes.

FOR:

**STATE OF NEW MEXICO
TAXATION AND REVENUE DEPARTMENT**

I.D. No.: _02156848000_

By: _____

Date: _____

February 7, 2001

Ms. Martyne Kieling
New Mexico Oil Conservation Division
1220 S. Saint Frances
Santa Fe, New Mexico 87505

**RE: Letter of Transmittal for Investigation, Cleanup and Environmental
Remediation of the Goodwin Treating Plant**

PSC (Philip Environmental Services Corporation) is pleased to submit the attached revised proposal "*Section 5.0 Offer Amount including Technical Specifications by Item, Total Turnkey Cost, and Supplemental Rates*" for the Investigation, Cleanup and Environmental Remediation of the Goodwin Treating Plant located in Lea County, outside of Hobbs, New Mexico.

PSC appreciates this opportunity to provide this proposal to the EMNRD-OCD for the investigation, cleanup and environmental remediation of the Goodwin Treating Plant. Please call Don Fernald or Martin Nee at (800) 326-2262 if you need additional information, or if we can be of further assistance.

Sincerely,
PSC
Martin Nee
Location Manager, Farmington

J:\404\Revised proposal.doc

5.0 Offer Amount including Technical Specifications by Item, Total Turnkey Cost, and Supplemental Rates.

PSC proposes to complete this project for the EMNRD-ODC on a turn-key basis listed as follows:

<u>TECHNICAL SPECIFICATION</u>	<u>ITEM COST</u>
1. Sub-surface contamination investigation based on air rotary	\$5,640.00
2. Well completion based on 60 foot well	\$2,200.00
3. Groundwater sampling and analysis	\$2,030.00
4. NORM Requirements	\$55,500.00
5. NORM survey and lab analysis	\$4,700.00
6. Tank fluid removal and disposal	\$14,700.00
7. Tank solids removal and disposal	\$6,500.00
8. Tank and equipment removal	\$20,400.00
9. Near-surface contamination investigation based on 35 lab samples	\$6,600.00
10. Contaminated soil removal based on 1450 cubic yards	\$38,150.00
11. Back filling excavations with back-hauled clean soil	\$25,600.00
12. Phase 1 report	\$2,000.00
13. Phase 2 report	\$2,000.00
14. Phase 3 report	\$3,300.00
Total	\$189,320.00
NM Gross Receipts Tax	\$9,939.30
Total Turnkey Cost	\$199,259.30

<u>SUPPLEMENTAL RATE</u>		
<u>DESCRIPTION OF SERVICE</u>	<u>RATE PER</u>	<u>UNIT</u>
Air rotary rig equipped to perform all work set out in technical specifications	\$280.00	hour
Bentonite Pellets	\$0.25	pound
Blank 2 inch PVC riser	\$10.50	foot
Move-in, move-out charges	\$85.00	hour

Revised Bid Sheet
Goodwin Treating Plant
February 7, 2001

Water truck – capacity (120) bbls	\$68.00	hour
Backhoe (Cat 416) minimum hours (8)	\$30.00	hour
Trackhoe (JD 690) minimum hours (8)	\$60.00	hour
Dozer – (D-6) minimum hours (8)	\$85.00	hour
Trucking – minimum hours (1)	\$60.00	hour
Front end loader (Cat 930) minimum hours (4)	\$50.00	hour
Senior scientist	\$70.00	hour
Environmental technician/operator	\$35.00	hour
Certified NORM technician/scientist	\$55.00	hour
Labor	\$25.00	hour
Photo Ionization Detector (PID)	\$25.00	day
Chloride laboratory analysis	\$25.00	per analysis
TPH laboratory analysis	\$52.00	per analysis
BTEX laboratory analysis	\$45.00	per analysis
Radium 226 laboratory analysis	\$110.00	per analysis
Contaminated soil offsite landfarm remediation (includes transport)	\$26.00	per cubic yard
Back-haul clean soil	\$12.50	per cubic yard
NORM contaminated soil offsite disposal w/transport	\$1,345.00	per cubic yard
Produced-water and non-NORM liquids disposal	\$8.00	per barrel

Site not Committed w/ NORMS = 50%

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REQUEST FOR PROPOSALS

STATE OF NEW MEXICO

ENERGY, MINERALS AND NATURAL RESOURCES DEPARTMENT

NEW MEXICO OIL CONSERVATION DIVISION

INVESTIGATION, CLEANUP AND ENVIRONMENTAL REMEDIATION
OF THE GOODWIN TREATING PLANT

DECEMBER 11, 2000

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I. INTRODUCTION

A. PURPOSE OF THIS REQUEST FOR PROPOSALS

The State of New Mexico's Oil Conservation Division of the Energy, Minerals and Natural Resources Department (EMNRD-OCD) is requesting proposals for investigation, cleanup and environmental remediation of a site known as the Goodwin Treating Plant. Copies of the Phase I Investigation Report, facility map, and photos may be obtained by contacting the Procurement Manager identified in Section I, Paragraph D.

B. SUMMARY SCOPE OF WORK

The contractor shall perform the work necessary to properly remove equipment and surface contamination, investigate the extent of subsurface soil and ground-water contamination, and remediate/restore the facility site in accordance with the rules of the EMNRD-OCD. The Goodwin Treating Plant is located in the SW/4 NW/4 of Section 31, Township 18 South, Range 37 East, Lea County, New Mexico.

C. SCOPE OF PROCUREMENT

The scope of the procurement includes, but is not limited to:

1. the demolition of all buildings and foundations;
2. the removal of all tanks, equipment, material, trash and junk from the location and recycle/disposal in a manner approved by the EMNRD-OCD;
3. the removal of all oilfield products or wastes at the site and recycle/disposal at an EMNRD-OCD-approved facility; and
4. the installation of one ground-water monitoring well.

D. PROCUREMENT MANAGER

EMNRD-OCD has designated a Procurement Manager who is responsible for the conduct of this procurement whose name, address and telephone number are listed below.

This address is valid until January 12, 2001

Martyne J. Kielling
New Mexico Oil Conservation Division
2040 South Pacheco
Santa Fe, New Mexico 87505
Phone: 505-827-7153
Fax: 505-827-8177

New address effective January 12, 2001

Martyne J. Kielling
New Mexico Oil Conservation Division
1220 S. Saint Frances
Santa Fe, New Mexico 87505
Phone: 505-476-3440
Fax: 505-476-3462

All deliveries via express carrier should be addressed as above. Any inquiries or requests regarding this procurement should be submitted to the Procurement Manager in writing.

Offerors may contact ONLY the Procurement Manager regarding the procurement. Other state employees do not have the authority to respond on behalf of the Agency.

E. BACKGROUND INFORMATION

The Goodwin Treating Plant was closed, by order of the EMNRD-OCD, on March 26, 1996. The plant was inactive for a period in excess of six consecutive months prior to that date.

On October 2000, a Phase I Investigation was conducted to determine the presence or absence of asbestos and naturally occurring radioactive material (NORM). Insulation samples were negative for asbestos. However, tank bottoms in tank number 112 contained 47.28 pCi/gm of Ra-226. The investigation also provided an estimate of the volume and type of waste, whether solid or liquid, within each tank. The cleanup and environmental remediation is necessary to protect water and the environment in general.

II. CONDITIONS GOVERNING THE PROCUREMENT

The EMNRD-OCD requires that all offerors agree to be bound by the requirements contained in this RFP. Any offeror concerns must be promptly brought to the attention of the Procurement Manager.

A. GENERAL REQUIREMENTS

1. Prime Contractor Responsibility

Any contract that results from this RFP will specify that the prime contractor is solely responsible for fulfillment of the contract with the EMNRD-OCD. The EMNRD-OCD will make contract payments only to the prime contractor.

2. Subcontractors

Use of subcontractors must be clearly explained in the proposal, and subcontractors must be identified by name. The prime contractor shall be wholly responsible for the entire performance whether or not subcontractors are used.

3. Offerors' Rights to Withdraw Proposal

Offerors will be allowed to withdraw their proposals at any time prior to the deadline for receipt of proposals. The offeror must submit a written withdrawal

request signed by the offeror's duly authorized representative addressed to the Procurement Manager.

4. Proposal Offer Firm

Responses to this RFP, including proposal prices, will be considered firm for ninety (90) days after the due date for receipt of proposals or sixty (60) days after receipt of a best and final offer if one is submitted.

5. Disclosure of Proposal Contents

The proposals will be kept confidential until a contract is awarded. At that time, all proposals and documents pertaining to the proposals will be open to the public, except for the material that is proprietary or confidential. The Procurement Manager will not disclose or make public any pages of a proposal on which the offeror has stamped or imprinted "proprietary" or "confidential" subject to the following requirements.

Proprietary or confidential data shall be readily separable from the proposal to facilitate eventual public inspection of the nonconfidential portion of the proposal. Confidential data is normally restricted to confidential financial information concerning the offeror's organization and data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act, Sections 57-3A-1 to 57-3A-7 NMSA 1978. The price of products offered or the cost of services proposed shall not be designated as proprietary or confidential information.

If a request is received for disclosure of data for which an offeror has made a written request for confidentiality, the State Purchasing Agent shall examine the offeror's request and make a written determination that specifies which portions of the proposal should be disclosed. Unless the offeror takes legal action to prevent the disclosure, the proposal will be so disclosed. The proposal shall be open to public inspection subject to any continuing prohibition on the disclosure of confidential data.

6. No Obligation

This procurement in no manner obligates the State of New Mexico or any of its agencies to the eventual rental, lease, purchase, etc., of any equipment or services

offered until a valid written contract is awarded and approved by required authorities.

7. Termination

This RFP may be canceled at any time and any and all proposals may be rejected in whole or in part when the EMNRD-OCD determines such action to be in the best interest of the State of New Mexico.

8. Sufficient Appropriation

Any contract awarded as a result of this RFP process may be terminated if sufficient appropriations or authorizations do not exist. Sending written notice to the contractor will effect such termination. The EMNRD-OCD's decision as to whether sufficient appropriations and authorizations are available will be accepted by the contractor as final and binding.

9. Legal Review

The EMNRD-OCD requires that all offerors agree to be bound by the requirements contained in this RFP. Any offeror concerns must be promptly brought to the attention of the Procurement Manager.

10. Governing Law

The laws of the State of New Mexico shall govern this procurement and any agreement with offerors that may result.

11. Basis for Proposal

Only information supplied by the EMNRD-OCD in writing through the Procurement Manager or in this RFP should be used as the basis for the preparation of proposals.

12. Contract Terms and Conditions

The contract between the EMNRD-OCD and a contractor will follow a format specified by the EMNRD-OCD. However, the EMNRD-OCD reserves the right to

negotiate with a successful offeror provisions in addition to those contained in this RFP. The contents of this RFP, as revised or supplemented, and the successful offeror's proposal will be incorporated into and become part of the contract.

Should an offeror object to any of the EMNRD-OCD's terms and conditions, that offeror must propose specific alternative language. The EMNRD-OCD may or may not accept the alternative language. General references to the offeror's terms and conditions or attempts at complete substitutions are not acceptable to the EMNRD-OCD and will result in disqualification of the offeror's proposal.

Offerors must provide a brief discussion of the purpose and impact, if any, of each proposed change followed by the specific proposed alternate wording.

13. Offeror's Terms and Conditions

Offerors must submit with the proposal a complete set of any additional terms and conditions which they suggest be included in a contract negotiated with the EMNRD-OCD.

14. Contract Deviations

Any additional terms and conditions, which may be the subject of negotiation, will be discussed only between the EMNRD-OCD and the selected offeror.

15. Offeror Qualifications

An evaluation committee, designated by the EMNRD-OCD, may make such investigations as necessary to determine the ability of the offeror to adhere to the requirements specified within this RFP. The Evaluation Committee will reject the proposal of any offeror who is not a responsible offeror or fails to submit a responsive offer as defined in Sections 13-1-83 and 13-1-85 NMSA 1978.

16. Right to Waive Minor Irregularities

The Evaluation Committee reserves the right to waive minor irregularities. The Evaluation Committee also reserves the right to waive mandatory requirements provided that all of the otherwise responsive proposals failed to meet the same mandatory requirements and doing so does not otherwise materially affect the procurement. This right is at the sole discretion of the Evaluation Committee.

17. Change in Contractor Representatives

The EMNRD-OCD reserves the right to request a change in contractor representatives if the assigned representatives are not, in the opinion of the EMNRD-OCD, meeting its needs adequately.

B. SEQUENCE OF EVENTS

<u>Action</u>	<u>Responsibility</u>	<u>Date</u>
1. Issue RFP	EMNRD-OCD	December, 2000
2. Site Tour	EMNRD-OCD	January 4, 2001
3. Proposal due date	Offeror	January 31, 2001, 5:00 p.m. MST
4. Proposal evaluations	EMNRD-OCD	February 7, 2001
5. Selection of contractor	EMNRD-OCD	February 9, 2001
6. Contract effective	EMNMD-OCD	On or about February 23, 2001 but not prior to approval by the Department of Finance and Admin.
7. Begin contract work	Contractor	On effective date of contract
8. Project termination	EMNRD-OCD	September 1, 2001

III. RESPONSE FORMAT AND ORGANIZATION

A. NUMBER OF RESPONCES

Offerors shall submit only one proposal.

B. NUMBER OF COPIES

Three copies of the proposals must be received at the EMNRD-OCD office specified in Section I, Paragraph D no later than January 31, 2001, 5:00 p.m. Mountain Standard Time. No offers will be accepted after the deadline. No offers sent to EMNRD-OCD by facsimile transmission will be considered responsive.

C. PROPOSAL ORGANIZATION

The proposal must be organized and indexed in the following format and must contain, as a minimum, all listed items in the sequence indicated.

1. letter of transmittal
2. proposal summary
3. response to technical specifications
4. response to business specifications
5. offer amount including technical specifications by item, total turnkey cost and supplemental rates
6. offeror's additional terms and conditions
7. other supporting material (optional)

Any proposal that does not adhere to these requirements may be deemed non-responsive and rejected on that basis.

The proposal summary may be included by offerors to provide the Evaluation Committee with an overview of the technical and business features of the proposal; however, this material will not be used in the evaluation process unless specifically referenced from other portions of the offeror's proposal.

Offerors may attach other materials that they think may improve the quality of their responses. However, these materials should be included as items in a separate appendix.

D. LETTER OF TRANSMITTAL

Each proposal must be accompanied by a letter of transmittal. The letter of transmittal MUST:

1. identify the submitting organization;
2. identify the name and title of the person authorized by the organization to contractually obligate the organization;
3. identify the name, title and telephone number of the person authorized to negotiate the contract on behalf of the organization;
4. identify the names, titles and telephone numbers of persons to be contacted for clarification;
5. explicitly indicate acceptance of the Conditions Governing the Procurement stated in Section II;
6. be signed by the person authorized to obligate the organization by contract; and
7. acknowledge receipt of any and all amendments to this RFP.

IV FACILITY SITE INFORMATION

A. GENERAL SITE INFORMATION

The former Petro-Thermo Corporation's Goodwin Treating Plant facility is located in SW/4 NW/4 Section 31, Township 18 South, Range 37 East, NMPM Lea County, New Mexico. The State of New Mexico owns the surface. The facility consist of 23 tanks each with a buried drum or wooden box sump, two large insulated treaters, 6 empty drums, burred pipes, an emergency overflow pit, a pile of tank-bottoms and associated equipment and trash including pipe, tires, catwalks, pump and motor. Utilities to be considered include power pole with transformer, junction box and a possible buried gas line. Depth to ground water has been estimated at 45 to 60 feet. The local ground water gradient is estimated to be toward the southeast.

On October 2000, a Phase I Investigation was conducted to determine the presents or absence of asbestos and naturally occurring radioactive material (NORM). Insulation samples were negative for asbestos. However, tank bottoms in tank 112 contained 47.28 pCi/gm of Ra-226. The EMNRD-OCD recognizes that additional NORM waste may be present at the site. The investigation also provided an estimate of the volume and type of waste, within each tank, Section IV, Paragraph B. Liquid from tanks that were accessible were tested on site to determine recyclable potential. Field test results suggest no recyclable hydrocarbons in the liquids. An estimate for the waste type and volume within the north and south treaters has not been determined. A rough estimate of contaminated soils in the on site soil/tank bottom pile and around the tanks is estimated to be 1450 cubic yards.

B. EQUIPMENT ON SITE

TANK #	SIZE / TYPE	LIQUIDS (bbls)	SOLIDS (feet)
1	500 bbl redwood	none	empty
101	500 bbl steel bolted	none	1.6
102	500 bbl steel bolted	none	1.7
103	500 bbl steel bolted	none	0.6
104	500 bbl steel bolted	none	2.2
105	500 bbl steel bolted	40	0.0
106	500 bbl steel bolted	15	1.6
107	500 bbl steel bolted	none	0.5
108	500 bbl steel bolted	70	1.0
109	500 bbl steel bolted	132	0.6
110	500 bbl steel bolted	none	6.6

111	500 bbl redwood	225	9.0
112	500 bbl redwood NORM	none	5.0 NORM
113	500 bbl steel bolted gun barrel	218	6.6
114	500 bbl redwood	210	9.0
115	200 bbl redwood	40	0.0
116	200 bbl redwood	115	1.0
117	200 bbl redwood	176	0.0
118	500 bbl redwood	311	0.6
120	1000 bbl steel bolted	none	empty
121	500 bbl redwood	232	1.0
122	poly (acid)	none	empty
123	10,000 gal welded horizontal	none	empty
South treater	Large non-asbestos insulation	unknown	unknown
North treater	Large non-asbestos insulation	unknown	unknown

<u>ITEM</u>	<u>APPROXIMATE DIMENSIONS</u>
Facility	350 feet x 350 feet
Emergency pit	60 feet x 60 feet
Tank-bottom pile	30 feet x 26 feet x 2 feet

C. ADDITIONAL SITE INFORMATION

Copies of facility photos and the Phase I Investigation Report with analysis and site map are available upon request.

V. SPECIFICATIONS

A. TECHNICAL SPECIFICATIONS

The contractor shall:

1. Investigate extent of total petroleum hydrocarbons (TPH), benzene, toluene, ethylbenzene, xylene (BTEX), and chloride within the emergency overflow pit. Samples will be taken at 3-5 feet below ground surface (bgs) and then at 10 foot intervals. Field photo ionization detector (PID) measurements will be used as a screening tool. A sample from each interval will be sent for laboratory chloride analysis. A minimum of one sample from the 3-5 foot interval, one sample from the highest PID sample location and one bottom hole sample will be sent for laboratory analysis to confirm the concentration and extent of TPH, and BTEX.

Note: Offeror will base the turnkey cost on an air rotary drill rig and one 60 foot well.

2. Complete the borehole as a 2-inch ground water monitor well. The well completion will be as follows:
 - a. At least 15 feet of well screen shall be placed across the water table interface with 5 feet of the well screen above the water table and 10 feet of the well screen below the water table.
 - b. An appropriately sized gravel pack shall be set in the annulus around the well screen from the bottom of the hole to 2-3 feet above the top of the well screen.
 - c. A 2-3 foot bentonite plug shall be placed above the gravel pack.
 - d. The remainder of the hole shall be grouted to the surface with cement containing 3-5% bentonite.
 - e. A concrete pad and locking well cover shall be placed around the well at the surface.
 - f. The well shall be developed after construction using EPA approved procedures.
3. Sample the ground water no less than 24 hours after the well is developed. The ground water from the monitor well must be purged, sampled and analyzed for concentrations of benzene, toluene, ethylbenzene, xylene, polycyclic aromatic hydrocarbons (PAH), total dissolved solids (TDS), major cations/anions and New Mexico Water Quality Control Commission (WQCC) metals using EPA approved methods and quality assurance/quality control (QA/QC) procedures.
4. Follow all requirements set forth in NMOCC Order R-10609 regarding NORM. This is to include but is not limited to licensed NORM survey personnel, use of calibrated equipment, appropriate management of NORM waste, and acquiring the necessary licenses to transport and dispose of NORM waste at out of state disposal facilities.
5. Survey the waste within all tanks and treaters for NORM as the tanks and treaters are opened. If field readings over 50 microroentgens per hour (uR/hr) (0.5 uSv/hr) are obtained a representative sample of sludge or scale will be sent to an EMNRD-OCD-approved laboratory for Radium 226 analysis. If the laboratory analysis exceeds 30 picocuries per gram the waste is no longer considered exempt

(NMOCC Order R-10609) and will be disposed of as Regulated NORM

6. Remove and recycle or dispose of fluids in tanks at an EMNRD-OCD-approved waste management facility.
7. Remove and remediate solids in tanks via landfarming at an EMNRD-OCD-approved waste management facility.
8. Remove and recycle or dispose of all tanks, vessels, treaters, underground pipes, hardware, equipment and debris including pipes, drums, tires, catwalks, pumps and motors at an EMNRD-OCD-approved waste management facility or recycler.
9. Remove surface contaminated soils that are in excess of 100 ppm TPH, 50 ppm BTEX, and 10 ppm benzene. Surface soil removal may not exceed 5 feet of excavated depth. All petroleum contaminated soils will be remediated via landfarming at an EMNRD-OCD-approved waste management facility.

Note: Offeror will base the turnkey cost on 1450 cubic yards of estimated contaminated soil.

Note: If upon investigation, ground water is found to be in excess of 50 feet bgs removal of surface contaminated soils will be limited to those in excess of 1000 ppm TPH, 50 ppm BTEX, and 10 ppm benzene. Surface soil removal may not exceed 5 feet of excavated depth.

10. Investigate the extent of total petroleum hydrocarbons (TPH), benzene, toluene, ethylbenzene, xylene (BTEX), and chloride beneath each tank/sump, treater, and the tank bottom soil pile. Samples will be taken from the bottom of each excavation and/or beneath each tank/sump location. Field photo ionization detector (PID) measurements will be used as a screening tool. A minimum of one sample from the highest PID sample location in the bottom of the excavation or tank/sump location will be sent for laboratory analysis to confirm the concentration and extent of TPH, BTEX and chloride.

Note: Offeror will base the turnkey bid on 35 laboratory TPH, BTEX and chloride analyses.

11. Backfill excavations with clean soil to provide positive runoff. Soil will be back-hauled and stockpiled on location during the soil contamination removal phase of the project. The EMNRD-OCD prefers back-hauling clean soil from the EMNRD-OCD-approved waste management facility.

Note: If further investigation and excavation is required the EMNRD-OCD may determine that back filling will not be required under this contract.

12. Prepare and deliver to EMNRD-OCD a Phase 1 report that documents items in Section V, Paragraph A.1 through 3.
13. Prepare and deliver to EMNRD-OCD a Phase 2 report that documents items in Section V, Paragraph A.4 and 5.
14. Prepare and deliver to EMNRD-OCD a Phase 3 report that documents the items in Section V, Paragraph A.6 through 11.

B. BUSINESS SPECIFICATIONS

1. Offerors will examine all contract documents, noting particularly all stipulations that in any way affect contract work. Failure of an offeror to acquaint itself fully with the amount and nature of the work required to fulfill all terms of the contract documents will not be considered as a basis for extra compensation after a contract has been awarded.
2. If an offeror finds discrepancies, omissions or ambiguities in the contract documents, it will at once notify the EMNRD-OCD, which will send written corrections or explanations to all offerors. EMNRD-OCD will not be responsible for any oral instructions.
3. If an offeror's proposal substantially adds to, subtracts from or otherwise changes the provisions of this request, the proposal will be rejected.
4. Proposals must indicate acceptance of terms required by this RFP in a transmittal letter signed by the individual with authority to bind the entity to these requirements.

C. BUDGET

A turnkey cost, as shown below, will be included in each proposal (refer to Section V):

<u>TECHNICAL SPECIFICATION</u>	<u>ITEM COST</u>
1. Sub-surface contamination investigation based on air rotary	\$
2. Well completion based on 60 foot well	\$
3. Groundwater sampling and analysis	\$
4. NORM requirements	\$
5. NORM survey and lab analysis	\$
6. Tank fluid removal and disposal	\$
7. Tank solids removal and disposal	\$
8. Tank and equipment removal	\$
9. Near-surface contamination investigation based on lab 35 samples	\$
10. Contaminated soil removal based on 1450 cyd	\$
11. Backfilling excavations with back-hauled clean soil	\$
12. Phase 1 report	\$
13. Phase 2 report	\$
14. Phase 3 report	\$
Total	\$
NM Gross Receipts Tax	\$ _____
Total Turnkey Cost	\$

A supplemental cost rates as shown below, will be included in each proposal. Supplemental rates are to be applicable if charges are made in addition to or in lieu of turnkey cost. Switching to hourly rate or other implementation of supplementary rates must be approved by the EMNRD-OCD Procurement Manager. The turnkey cost will not be accepted unless all supplemental rate data is furnished. The supplemental rates listed below will be considered firm bids.

<u>SUPPLEMENTAL RATE</u>		
<u>DESCRIPTIOIN OF SERVICE</u>	<u>RATE PER</u>	<u>UNIT</u>
Air rotary rig equipped to perform all work Set out in technical specifications	\$	hour
Bentonite pellets	\$	pound
Blank 2 inch PVC riser	\$	foot

Move-in, move-out charges	\$	hour
Water truck - capacity _____ bbls	\$	hour
Backhoe - minimum hours if applicable _____	\$	hour
Trackhoe - minimum hours if applicable _____	\$	hour
Dozer - minimum hours if applicable _____	\$	hour
Trucking - minimum hours if applicable _____	\$	hour
Front end loader - minimum hours if applicable ____	\$	hour
Senior scientist	\$	hour
Environmental technician	\$	hour
Certified NORM technician/scientist	\$	hour
Labor	\$	hour
Photo Ionization Detector (PID)	\$	day
Chloride laboratory analysis	\$	per analysis
TPH laboratory analysis	\$	per analysis
BTEX laboratory analysis	\$	per analysis
Contaminated soil offsite landfarm remediation	\$	per cubic yard
Back-haul clean soil	\$	per cubic yard
NORM contaminated soil offsite disposal include trucking cost	\$	per cubic yard
Produced water and non-NORM liquids disposal	\$	per barrel

VI. EVALUATION PROCESS

A. EVALUATION POINT SUMMARY

The following is a summary of evaluation factors and the point value assigned to each. These weighted factors will be used in the evaluation of the individual offeror proposals. Points will be awarded on the basis of the following evaluation factors:

<u>Specification</u>	<u>Points</u>
1. Project Approach	75
2. Project Plan.....	150

3.	Experience	
a.	Proposed project staff members relevant experience in oil field cleanup and remediation projects.....	150
b.	Offeror's organizational relevant experience.....	175
4.	References	
a.	Corporate.....	75
b.	Staff.....	75
5.	Cost.....	<u>300</u>
	Total Points.....	1,000

B. EVALUATION FACTORS

1. PROJECT APPROACH - Up to 75 points will be awarded based upon an evaluation of the technical merit to the project approach including the thoroughness and applicability of the approach as measured against the elements of the detailed scope of work and the elements of the information paragraph.
2. PROJECT PLAN - Up to 150 points will be awarded based upon an evaluation of offeror's proposed project plan including completeness, quality, and efficiency of the plan and an evaluation of the following areas: a. Project management methodology and action plan. b. Projected schedules and responsibilities of assigned staff. c. Identification of security, safety, and internal controls and checkpoints.
3. EXPERIENCE - Up to 325 points (150 for project staff and 175 for corporate) will be awarded based upon an evaluation of offeror's corporate and proposed staff experience and based on the offeror's experience on similar projects in oil field cleanup and remediation and the skill level of staff proposal.
4. REFERENCES - Up to 150 points for the offeror's references will be awarded based on the following:
 - a. Up to 75 points for the offeror's corporate references will be awarded upon client satisfaction including quality and timeliness of work performed for previous clients.
 - b. Up to 75 points for staff references will be awarded based upon an evaluation of the quality and timeliness of work performed for previous clients, the staff member's interpersonal skills and the comparability of the staff member's experience to the tasks to be performed in this project.

5. COST - The evaluation of each offeror's cost proposal will be conducted using the following formula: $\text{Lowest responsive offeror's total cost} = 300 \text{ awarded points}$. $\text{Lowest responsive offeror's total cost divided by this offeror's total cost times } 300 = \text{this offer's awarded points}$.

C. EVALUATION PROCESS

The following paragraphs describe the process used to evaluate the submitted proposals.

1. All proposals will be reviewed for compliance with the mandatory requirements as stipulated within the RFP. Proposals deemed non-responsive will be eliminated from further consideration.
2. The Procurement Manager may contact the offeror for clarification of the proposal.
3. The Evaluation Committee may use other sources of information to perform the evaluation.
4. Responsive proposals will be evaluated on the factors in Section VI, which have been assigned a point value. The responsible offerors with the highest scores will be selected as finalist offerors based upon the proposals submitted. Finalist offerors who are asked or choose to submit revised proposals for the purpose of obtaining best and final offers will have their points recalculated accordingly. The responsive offeror whose proposal is most advantageous to the EMNRD-OCD, taking into consideration the evaluation factors in Section VI, will be recommended for contract award to the State Purchasing Agent. Please note, however, that a serious deficiency in the response to any one factor may be grounds for rejection regardless of overall score.

(The deadline for submittal of offers is January 31, 2001, 5:00 p.m. MST. No offers will be accepted after the deadline. No offers sent to EMNRD-OCD by facsimile transmission will be considered responsive.)

APPENDIX

ACKNOWLEDGEMENT OF RECEIPT FORM

REQUESTS FOR PROPOSALS

GOODWIN TREATING PLANT

ACKNOWLEDGEMENT OF RECEIPT FORM

In acknowledgement of receipt of this Request for Proposal the undersigned agrees that he/she has received a complete copy, beginning with the title page and table of contents, and ending with appendix.

The acknowledgement of receipt should be signed and returned to the Procurement Manager no later than close of business on January 10, 2001. Only potential offerors who elect to return this form completed with the indicated intention of submitting a proposal will receive copies of all offeror written questions and the Agency's written responses to those questions as well as RFP amendments, if any are issued.

FIRM: _____

REPRESENTED BY: _____

TITLE: _____ PHONE NO.: _____

E-MAIL: _____ FAX NO.: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

SIGNATURE: _____ DATE: _____

This name and address will be used for all correspondence related to the Request for Proposal.

Firm does/does not (circle one) intend to respond to this Request for Proposals.

This address is valid until January 12, 2001

Martyne J. Kieling
New Mexico Oil Conservation Division
2040 South Pacheco
Santa Fe, New Mexico 87505
Phone: 505-827-7153
Fax: 505-827-8177

New address effective January 12, 2001

Martyne J. Kieling
New Mexico Oil Conservation Division
1220 S. Saint Frances
Santa Fe, New Mexico 87505
Phone: 505-476-3440
Fax: 505-476-3462



NEW MEXICO ENERGY, MINERALS and NATURAL RESOURCES DEPARTMENT

GARY E. JOHNSON

Governor

Jennifer A. Salisbury

Cabinet Secretary

Lori Wrotenbery

Director

Oil Conservation Division

April 3, 2001

Don Fernald
Philip Environmental Services Corporation
4000 Monroe Rd.
Farmington, NM 87401

Don,

Enclosed please find Regulation Guidelines for the management of NORM in the Oil and Gas Industry in New Mexico. I have received a request from Bill Floyd of New Mexico Radiation and Licensing Bureau. They have some questions regarding the survey procedure at the Goodwin treating plant; specifically that it followed the Guidelines. If you would please call Jerry Moore of the Radiation and Licensing Bureau office at 505-841-9492. You should address the survey questions that Jerry has in your report for the OCD.

Please call me at 505-476-3488 if you have any questions.

Sincerely,

A handwritten signature in cursive script, appearing to read "Martyne J. Kielfing".

Martyne J. Kielfing
Environmental Geologist



NEW MEXICO ENERGY, MINERALS and NATURAL RESOURCES DEPARTMENT

GARY E. JOHNSON

Governor

Jennifer A. Salisbury

Cabinet Secretary

March 23, 2001

Lori Wrotenbery

Director

Oil Conservation Division

Mr. Don Fernald
Project Manager
Philip Environmental Service Corporation
4000 Monroe Road
Farmington, New Mexico 87401

**RE: Revised Work Plan and Site HASP for the
Investigation, Clean-up and Remediation of environmental contamination at
the Goodwin Treating Plant Contract (No. 01-521-07-151) Lea County**

Dear Mr. Fernald:

The New Mexico Oil Conservation Division (OCD) has received the revised work plan and site specific HASP on March 21, 2001 for the above referenced contract. The OCD has reviewed these documents and hereby approves the revised work plan and HASP. Please proceed to begin the contracted work at your earliest convenience.

If you have any questions, please feel free to call me in Santa Fe at 505-476-3488 or in the field at 505-660-1067.

Sincerely,

Martyne J. Kielling
Environmental Geologist

xc: OCD Hobbs
Bill Floyd, NMED
Mike Matush, SLO
Leon Anderson, SLO Hobbs

Work Plan for Goodwin Treating Plant Phase I and Phase II

This plan has been prepared by PSC to be used as a basis for completion of the scope of work for the Goodwin Treating Plant site, as proposed by PSC and discussed during our February 28, 2001 meeting.

The remedial investigation portion of this project will include the following tasks:

- Task 1: Investigate Extent of Contamination within the Emergency Overflow Pit
- Task 2: Monitor Well Installation and Completion
- Task 3: Groundwater Sampling and Analysis
- Task 4: NORM Survey
 - Tanks and Treaters Survey
 - Goodwin Treating Plant – Area Survey
- Task 5: Submittal of Phase 1 and Phase 2 Reports / Revise Project Plan

SCOPE OF WORK

PSC proposes to complete this work in two phases. The first phase is the remedial investigation which will include pre-remedial investigations, advancing a soil boring and conversion into a monitoring well, water sampling/testing and submittal of the Phase I and II reports. The project plan may be revised after completion of the remedial investigation and following approval from the EMNRD-OCD.

The remedial activities of this project will commence upon approval of the revised project plan from the EMNRD-OCD. PSC will have NORM trained personnel on site during the investigation and the remedial activities of the project. A PID and a Ludlum Model 3 exposure meter fitted with a Model 44-2 Scintillation Probe will be onsite during the entire project to allow for field screening of soil and other materials.

REMEDIAL INVESTIGATION

Health and Safety Plan

PSC has completed a project specific Health and Safety Plan (HASP) for this project. The HASP has been reviewed by PSC's radiation safety officer (RSO) to ensure safe work practices and compliance with regulations.

Task 1: Investigate Extent of Contamination within the Emergency Overflow Pit

PSC will provide a project geologist to log soil borings, field screen soil samples using a photo-ionization detector (PID) and obtain soil samples for analysis of hydrocarbons and chlorides.

PSC will obtain soil samples at 3 to 5 feet below ground surface (bgs), and at 10-foot intervals within the center of the emergency overflow pit. Field PID measurements will be used as a screening tool. A minimum of one sample from the 3-5 foot interval, one sample from the highest PID sample location and one bottom hole sample will be sent for laboratory analysis to confirm the concentration and extent of TPH and BTEX.

Drill cuttings from the soil boring or monitoring well locations may be thin spread at the site if soil samples show the bore holes clean and free of contaminants. If soil samples are not clean, then the drill cuttings will be stockpiled on plastic sheeting and left at the site for removal during remedial activities.

Task 2: Monitor Well Completion

A monitoring well will be completed using 15 feet of 0.01 inch slotted two-inch diameter threaded PVC well screen and two-inch diameter threaded PVC casing to the ground surface. The screen will be placed in an approximate position of the groundwater interface where five feet of well screen is above the water table and ten feet is below the water table. The annulus around the well screen will be backfilled with clean, 10-20 grade, silica sand-pack to a depth of 2-3 feet, above the top of the screen. A 2-3 feet thick bentonite seal will be placed immediately above the sand-pack. The remaining annulus will be grouted to the surface with a neat cement grout containing 3-5% bentonite. The monitoring wells will be completed with a concrete pad and locking well cover.

Task 3: Groundwater Sampling

PSC will obtain groundwater samples no less than 24 hours after the well is developed. The water from the monitor well will be purged, sampled and analyzed for concentrations of BTEX, polycyclic aromatic hydrocarbons (PAH), total dissolved solids (TDS), major cations/anions and New Mexico Water Quality Control Commission (WQCC) metals using EPA-approved methods and quality assurance/quality control (QA/QC) procedures. Soil and groundwater sampling will be documented using strict chain-of-custody procedures. Soil and groundwater samples will be sealed, placed in a cooler with ice and sent to an EPA approved laboratory for analysis.

Task 4: NORM Survey

Tanks and Treaters

PSC will conduct a NORM survey of the waste within all tanks and treaters as they are opened. PSC will also test the gas in each vessel for hydrogen sulfide (H₂S) and explosivity using a tri-gas monitor. A representative sample of liquid-sludge-solid material will be obtained from each tank/treater. Each sample collected will be placed in an open container and removed to an area of background activity and scanned using a Ludlum Model 3 exposure meter fitted with a Model 44-2 Scintillation Probe. Any sample exhibiting greater than 50 microroentgens per hour (uR/hr) (0.5uSv/hr) will be placed into approved containers and submitted to a laboratory for analysis of Radium 226 using US EPA Method 901.1. Laboratory results from samples exceeding 30 picocuries per gram will not be considered exempt and will require disposal as regulated NORM.

Goodwin Plant - Area NORM Survey

On February 28, 2001, PSC representatives Don Fernald, Robert Thompson and Morgan Killion met with EMNRD-OCD representatives Martyne Kieling and Roger Anderson in addition to New Mexico State Land Office representatives David Cross and Mike Matosh. The meeting was held to discuss the potential for elevated NORM levels in soils located on the site. PSC's proposal to the EMNRD-OCD did not include a survey or sampling of the soils at the Goodwin Treating Plant site, nor was it requested in the RFP from the EMNRD-OCD. The New Mexico State Land Office is concerned about future uses of the site, in relation to the presence of elevated NORM in soils. No data or NORM surveys exist at this time regarding NORM in soils at the site. Several scenarios were discussed in regards to managing the potentially elevated NORM levels in the soil.

The EMNRD-OCD requested that PSC conduct a NORM survey of the soils at the Goodwin Treating Plant site. The survey will include areas around the tanks, within the fenced area and around the perimeter of the fence. The survey will be conducted in the following manner:

Surface Survey

The site will be transected by walking and randomly checking for gamma readings. Dose rates will be measured from each location, at a height of one centimeter above the ground surface using a Ludlum Model 3 exposure meter equipped with a Model 44-2 Scintillation Probe. All survey data will be recorded on NORM survey forms. PSC will collect gamma readings from numerous locations on the site. Soils that exhibit gamma readings greater than 50 uR/hr will be submitted to the laboratory for Radium -226 analysis. Locations in which soil samples are obtained will be physically marked with a flag or stake identifying the location and sample number. A field map will also be generated marking locations of various gamma readings and soil samples. This information can be used during the remedial planning phase to ascertain which areas may be selected for NORM remediation.

Subsurface Survey

Subsurface dose rates will be initiated when surface samples are at or exceed 50 uR/hr. A hand auger may be used (if feasible) to access subsurface soils for surveying and testing as warranted. Due to the presence of caliche at the site, a backhoe may be more practical for obtaining subsurface samples and will be used as warranted. Dose rates for the vertical profile of the selected borehole in each area will be recorded by lowering the probe down the face of the borehole. Readings will be collected and recorded from each 15 cm (~6-inch) layer of soil, in 15 cm increments. If readings exceed 50 uR/hr, then a soil sample will be obtained for laboratory analysis of Radium 226. Subsurface sampling locations will also be physically marked with a flag or stake and recorded on the field map.

No subsurface sampling beyond five feet in depth is anticipated. However, additional samples may be collected should unexpected dose rate readings or conditions arise that warrant additional investigation.

Each surface sample will be placed in an open container, removed to an area of background activity, and then scanned. Once each sample is scanned, a minimum of 8 ounces of soil will be shipped to Pinnacle Laboratories in Albuquerque, New Mexico for Radium -226 analysis. Soil samples will be analyzed by USEPA method 901.1, using gamma spectrometry.

Task 5: Submittal of Phase 1 and Phase 2 Reports

PSC will discuss the findings of the field investigations with the EMNRD-OCD upon receipt of laboratory results. The discussion may include modifications to the original scope of work for remediation proposed to the EMNRD-OCD by PSC. PSC will prepare and submit to the EMNRD-OCD, a Phase 1 and Phase 2 Report that details the findings of the Remedial Investigation of the Goodwin Treating Plant. The report will include information regarding the subsequent remediation activities, transport and disposal of NORM materials identified at the site. The revised project plan for remedial activities will be submitted at this time to the EMNRD-OCD for approval.

Documentation

PSC will document numerous activities that will occur in conjunction with the performance of this project, as needed. Documentation will include, but not be limited to the following:

NORM Survey Forms
Field Sampling Forms
Chain-of-Custody Forms
Soil Boring Logs
Well Diagrams
Well Development/Purging Forms
Site Drawings
Safety Meeting Forms

Task Specific Risk Assessment Forms
Phase 1, 2 & 3 Reports
Project Plan
Health and Safety Plan
Air Monitoring Forms
Decontamination Forms
Accident Report Forms
Near Miss Incident Report Forms

Laboratory Analytical Reports
Daily Field Notes
Material Manifests
Record of Communication Forms

PSC NORM License
PSC Personnel Training Certificates
Equipment Calibration Forms
Equipment Calibration Check Form

Quality Assurance and Quality Control (QA/QC)

Overall QA/QC will be the responsibility of PSC's project manager, however, the site supervisor, RSO/HSO, project geologist and others will assist in completing various QA/QC procedures.

Laboratory Sampling and Testing QA/QC – Soil, water and air samples that are obtained for laboratory analysis will be subjected to the following QA/QC procedures:

- Samples must be documented on Chain-of-Custody forms.
- A minimum of one trip blank will be submitted with every lot or every 20 samples submitted at a time for analysis.
- A minimum of one duplicate sample will be submitted for every lot or every 20 samples submitted at a time for analysis.

Field Testing Equipment – Field equipment (PIDs, Tri-Gas monitors, air sampling pumps and NORM Meters) will be tested and calibrated prior to mobilizing for use in the field. Daily calibration and/or calibration checks will be conducted and documented for all field equipment used.

Decontamination QA/QC – Field personnel, equipment, tools and materials that may potentially or intentionally come in contact with NORM will be screened with a NORM "Pancake Probe" to determine if contamination has occurred. Daily screening will be conducted and documented. In the event of NORM contamination has occurred, decontamination procedures will be conducted as outlined in PSC's site specific health and safety plan. Additional NORM screening will be performed to verify that decontamination has occurred.

PSC
SITE SPECIFIC HEALTH AND SAFETY PLAN

New Mexico Energy, Minerals and Natural Resources Department
Oil Conservation Division
Goodwin Treating Plant
Hobbs, New Mexico

Project #: 62800404
March 21, 2001



PSC
Industrial Outsourcing Group
4000 Monroe Road
Farmington, NM 87401
(800) 326-2262

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1 INTRODUCTION

This Site Health and Safety Plan (HASP) has been developed to provide for a safe work environment for the contracted work to be performed for the State of New Mexico's Oil Conservation Division of the Energy, Minerals and Natural Resources Department (EMNRD-OCD) by PSC. PSC is contracted to perform environmental services at the Goodwin Treating Plant located approximately 10 miles west of Hobbs, New Mexico.

This HASP is developed in accordance with Occupational Safety and Health Administration Standards, 29 CFR 1910.120 - Hazardous Waste Operations and Emergency Response, and applicable sections of 29 CFR 1910, 1926, and U. S. Environmental Protection Agency (USEPA) regulations, the State of New Mexico's Naturally Occurring Radioactive Materials (NORM) Guidelines, and PSC's corporate NORM SOP (Appendix A).

The HASP establishes protocols that will minimize hazards to personnel performing the field activities, the environment, and the general public. The plan describes the site, scope of work, potential chemical and physical hazards, personal protective equipment, atmospheric monitoring requirements, decontamination procedures, emergency response procedures, medical surveillance program, personnel training requirements, and site control practices.

2 SITE DESCRIPTION

The project site is located approximately 10 miles west of Hobbs, New Mexico. The Goodwin Treating Plant Site consists of 23 tanks, 2 treaters, an emergency overflow pit, a disposal well and some miscellaneous buildings. The Goodwin Treating Plant was designed to treat produced water. In October 2000, a Phase I Investigation was conducted to determine the presence or absence of asbestos and NORM. The Phase I Investigation proved negative for asbestos but confirmed NORM at levels above 50 $\mu\text{R/hr}$ in several tanks at the site including a stockpile of soil. In addition, one tank sampled for laboratory analysis contained 47.28 pCi/gm of Radium 226.

3 SCOPE OF WORK

The Scope of Work as described within the Work Plan for Goodwin Treating Plant – Phase I and Phase II, submitted to EMNRD-OCD by PSC on March 20, 2001 is broken down into several tasks. The following is a summary of work for each task:

3.1 *Task 1 – Investigate Extent of Contamination within the Emergency Overflow Pit*

PSC will install one soil boring in the center of the pit and screen the soil with a PID at 3 to 5 feet and then at 10-foot intervals after that. Soil samples will be

collected at various depths and submitted for laboratory analysis to an EPA approved laboratory.

3.2 Task 2 – Monitor Well Completion

The soil boring will be converted into a two-inch diameter monitoring well. The well will be completed using 15-feet of screen and well casing to the surface. The monitoring well will be completed with a concrete pad and locking well cover.

3.3 Task 3 – Groundwater Sampling

PSC will collect groundwater samples no less than 24 hours after the well has been developed. The water samples will be sent to a laboratory and analyzed for concentrations of benzene, toluene, ethylbenzene, and xylenes (BTEX), polycyclic aromatic hydrocarbons (PAH), total dissolved solids (TDS), major cations/anions and New Mexico Water Quality Control Commission (NMWQCC) metals using EPA approved methods.

3.4 Task 4 – NORM Survey

PSC will conduct a NORM survey of the waste within all the tanks and treaters at the site. Samples will be collected from each tank/treater and moved to an area of background activity and scanned using a dose rate meter. Samples exhibiting greater than 50 $\mu\text{R/hr}$ will be submitted for laboratory analysis for Radium 226. Laboratory results exceeding 30 pCi/gm will require disposal.

A survey of the site will be conducted by walking back and forth across the site and randomly checking for gamma readings. Dose rates will be measured with the probe at a height of one centimeter above the ground. Soil exhibiting greater than 50 $\mu\text{R/hr}$ will be sampled and submitted for laboratory analysis for Radium 226. The location where the sample was collected will be marked and identified.

A subsurface survey will be initiated when surface samples exceed 50 $\mu\text{R/hr}$. Subsurface surveys will be conducted by hand augering or excavating soil in 15 cm (~6-inch) increments. Dose rate readings will be recorded by lowering the probe down the face of the borehole. Soil in excess of 50 $\mu\text{R/hr}$ will be sampled and submitted for laboratory analysis for Radium 226. It is not anticipated sampling will extend beyond five feet in depth.

3.5 *Task 5 – Submittal of Phase I and Phase II Reports*

PSC will prepare and submit to the EMNRD-OCD, a Phase I and Phase II Report detailing the findings of the Remedial Investigation of the Goodwin Treating Plant. A revised project plan will be submitted at this time to the EMNRD-OCD for approval.

4 ORGANIZATIONAL STRUCTURE AND RESPONSIBILITIES

All PSC employees working on this project are expected to follow the safety protocols and organizational structure established by PSC's health and safety program and this site specific HASP. They will maintain vigilance at all times to ensure that the work is conducted in a safe and environmentally responsible manner. Subcontract employees are required to be oriented to the HASP and comply with the procedures covered in this document.

4.1 *PSC Health and Safety Department*

PSC's health and safety department has the responsibility and authority to oversee the development and implementation of this HASP, and to audit the equipment and training of the individuals working on this project. The project may not start without the approval and acceptance of this HASP by the PSC health and safety department. **Don Fernald**, Health and Safety Officer, will oversee this project, and will act as the direct safety department contact for the duration of the job.

4.2 *Project Manager*

Don Fernald, is the designated project manager for this project. He is responsible for overall administration of the project for PSC. His duties include project planning, budgeting, communications, and operations coordination. The project manager is also responsible for the overall implementation of the HASP, and it is his responsibility to ascertain that the HASP is communicated to, understood by, and signed by the client, subcontractors, and all employees involved with this project.

Additional responsibilities of the project manager include: 1) project planning, 2) scheduling, 3) site documentation, 4) regulatory compliance, 5) personnel assignments, and 6) customer and subcontractor relations. Any or all of the project manager's responsibilities may be delegated to the project supervisor as is necessary during the course of the project.

4.3 *Project Supervisor*

Morgan Killion or his designated representative is the project supervisor for this job. He or his designated representative is responsible for implementation of this HASP, and all on-site activities on a daily basis. His other responsibilities include, but are not limited to: 1) project planning, 2) scheduling, 3) site

documentation, 4) regulatory compliance, 5) personnel assignments, and 6) customer and subcontractor relations.

From time to time, the project supervisor may delegate all or part of his responsibilities to experienced field personnel who will assume on-site project control in the absence of the project supervisor.

4.4 Site Health and Safety Officer / Radiation Safety Officer (RSO)

Bruce Hare will be the site health and safety officer as well as the Radiation Safety Officer for the job. He is responsible for verification and overall compliance with this HASP.

His duties include, but are not limited to: 1) direction of the site monitoring to determine appropriate levels of PPE, 2) site surveillance, hazard identification, and health risk analysis, 3) implementation of procedures and programs to eliminate risk to site personnel, 4) implementation of site control measures, 5) conducting daily health and safety meetings, 6) verifying that all PSC site personnel understand the terms and conditions of this health and safety plan, and 8) HASP documentation.

4.5 Field Technicians and Equipment Operators

Field technicians and equipment operators use excavation machinery, take samples of soil and groundwater, and install and operate remediation equipment. They work under the direction of the project manager and operations manager. Field technicians and equipment operators receive extensive training in hazardous waste operations protocol and procedures.

4.6 EMNRD-OCD Project Manager

The designated EMNRD-OCD project manager for this project will be **Martyne Kieling**. She is responsible for overall administration of the project for EMNRD-OCD. Her duties include project planning, budgeting, inter-company communication, and direction of operations through PSC operations.

5 SITE HAZARD CHARACTERIZATION

As required by 29 CFR 1910.120 (c), all site personnel shall be aware of the nature, level, and potential degree of exposure as a result of participation in these field activities. All personnel shall be advised of and fully understand these conditions before entering the project site.

5.1 Chemical Hazard Analysis

Chemical hazards consist primarily of potential exposure to organic vapors and semi-volatiles. Common exposure routes for organic vapors are: inhalation,

ingestion and absorption. This waste may be designated as non-hazardous waste as relating to environmental regulations; however, these wastes contain many petroleum constituents, including low levels of benzene, toluene, ethyl benzene, xylene (BTEX), and other semi-volatile compounds (PAH's).

However, the likelihood of exposure to any of the BTEX volatiles or PAH's is highly unlikely, especially if good work practices are maintained. Monitoring requirements and action levels for total airborne organic vapors shall be consulted for PPE upgrading. The following is a brief summary of the hazardous constituents of the organic wastes (BTEX) and semivolatiles (PAH's):

5.1.1 Benzene

TWA: 1 ppm
STEL: 5 ppm

PROPERTIES: Clear, colorless, flammable, aromatic, liquid.

TARGET ORGANS: Benzene is primarily an inhalation hazard, but under certain conditions skin absorption can be a significant route of entry into the body. Repeated skin rashes, blisters and dermatitis.

SAFETY PROFILE: Confirmed human carcinogen producing myeloid leukemia, Hodgkin's disease and lymphomas by inhalation. A human poison by skin contact. Moderately toxic by ingestion. A severe eye irritant. A dangerous fire hazard when exposed to heat or flame. To fight fire, use foam, carbon dioxide or dry chemical. The central nervous system anesthetic action of benzene is similar to that of other anesthetic gases, consisting of a preliminary stage of excitation followed by depression and if exposure is continued, death through respiratory failure. Signs of exposure include fatigue, headache, dizziness, nausea and loss of appetite.

EMERGENCY FIRST AID: Irrigate eyes immediately, wash skin with soap and water, provide respiratory support following inhalation and seek medical attention immediately. Seek medical attention immediately following ingestion.

5.1.2 Ethylbenzene

TWA: 200 ppm
STEL: 150 ppm
IDLH: 500 ppm

PROPERTIES: Clear, aromatic, flammable, liquid.

TARGET ORGANS: Central nervous system, skin, eyes and upper respiratory system.

SAFETY PROFILE: Moderately toxic by ingestion and intraperitoneal route. Mildly toxic by inhalation and skin contact. A teratogen. A very dangerous fire and explosion hazard when exposed to heat or flame; can react vigorously with oxidizing materials. To fight fire, use foam, carbon dioxide, or dry chemical. Exposure symptoms are similar to benzene exposure.

EMERGENCY FIRST AID: Irrigate eyes immediately, wash skin with soap and water, provide respiratory support following inhalation and seek medical attention immediately. Seek medical attention immediately following ingestion.

5.1.3 Toluene

TWA: 200 ppm
STEL: 150 ppm
IDLH: 500 ppm

PROPERTIES: Clear, aromatic, flammable, liquid.

TARGET ORGANS: Central nervous system, eyes, blood, gastrointestinal tract, liver, kidneys and skin.

SAFETY PROFILE: Moderately toxic by intraperitoneal route. Mildly toxic by ingestion and inhalation. A teratogen. A common air contaminant. A very dangerous fire and explosion hazard when exposed to heat or flame; can react vigorously with oxidizing materials. To fight fire, use foam, carbon dioxide, or dry chemical. Exposure symptoms are similar to benzene exposure.

EMERGENCY FIRST AID: Irrigate eyes immediately, wash skin with soap and water, provide respiratory support following inhalation and seek medical attention immediately. Seek medical attention immediately following ingestion.

5.1.4 Xylene

TWA: 100 ppm
STEL: 150 ppm
IDLH: 900 ppm

PROPERTIES: Clear, aromatic, flammable, liquid.

TARGET ORGANS: Central nervous system, eyes, blood, gastrointestinal tract, liver, kidneys and skin.

SAFETY PROFILE: Moderately toxic by intraperitoneal route. Mildly toxic by ingestion and inhalation. A teratogen. A common air contaminant. A very dangerous fire and explosion hazard when exposed to heat or flame; can react vigorously with oxidizing

materials. To fight fire, use foam, carbon dioxide, or dry chemical. Exposure symptoms are similar to benzene exposure.

EMERGENCY FIRST AID: Irrigate eyes immediately, wash skin with soap and water, provide respiratory support following inhalation and seek medical attention immediately. Seek medical attention immediately following ingestion.

5.1.5 Polycyclic Aromatic Hydrocarbons (PAH) / Coal Tar Pitch Volatiles

Anthracene, Benzo(a) anthracene, Benzo(a) pyrene, Benzo(b) fluoranthene, Benzo(g,h,i) perylene, Benzo(k)fluoranthene, Chrysene, Di-n-octyl-phthalate, Dibenzo(a,h) anthracene, Fluoranthene, Indeno (1,2,3-cd) pyrene, Phenanthrene, Pyrene

TWA: 0.2 mg/m³

PROPERTIES: Solid compounds, with varied colors, faint aromatic odor.

TARGET ORGANS: Repeated exposure through inhalation, skin, and eyes has been associated with an increased risk of developing bronchitis and cancer of the lungs, skin, bladder, and kidneys. Repeated exposures also may cause sunlight to have a more severe effect on a person's skin.

SAFETY PROFILE: PAH compounds produce dense vapors when present in high enough concentrations. Flammability information for PAHs besides anthracene is unavailable, anthracene has a flash point of 250 degrees F. Fires should be extinguished with foam, dry chemical, and carbon dioxide.

EMERGENCY FIRST AID: Upon eye exposure wash eyes immediately with large amounts of water and seek medical attention. Skin should be washed with mild detergent and water, be sure to wash hands before eating or smoking. Upon inhalation of large amounts of coal tar pitch volatiles remove victim to fresh air, perform artificial respiration if necessary and seek medical attention. Upon ingestion medical attention should be immediately sought.

5.2 Radiological Hazard Analysis

Naturally Occurring Radioactive Materials (NORM) is the primary hazard of concern at the Goodwin Treating Plant. Radiation levels for NORM are generally low. Types of radiation associated with NORM includes alpha, beta and gamma. Alpha radiation emitted by NORM contaminated dust particles is the main health concern for NORM work. Routes of exposure for contaminated dust include

inhalation, dermal and ingestion. The primary health hazard posed by NORM is caused by the ingestion of NORM. Exposures can be controlled by limiting evolution of dust and following proper hygiene and decontamination procedures.

5.2.1 Naturally Occurring Radioactive Material (NORM)

Occupational Exposure: 5 rem per year
Total Lifetime Dose: 5 (N-18) rem
(N = the individuals age at the last birthday)

PROPERTIES: NORM can vary in appearance depending on where it accumulates in the production stream. It can appear as a black oil viscous sludge to a crusty brown soft material. It can appear as a hard gray/brown deposit and it can plate-out as a thin film on equipment walls. The films adhere to the metallic walls of the equipment and may not be readily visible. Norm may also incorporate itself into a readily removable material on the interior of the equipment, such as pipe rouge.

TARGET ORGANS: Radiation causes damage to our bodies by ionizing and damaging or destroying molecules or atoms in the cells.

EMERGENCY FIRST AID: Immediately remove from the source area and summon Emergency Medical Services (EMS).

5.3 Physical Hazard Analysis

The following potential physical hazards have been identified at the work site:

- Tripping and slipping hazards
- Insect and snake bites
- Temperature stress and exhaustion
- Underground and overhead utility and electrical hazards
- Material handling hazards

6 SITE CONTROL PROGRAM

During all surveying, sampling or remediation work, all non-essential personnel shall remain out of the work area. The work area is defined as the area where site contaminates and airborne contaminates are adequately protected from leaving the work zone and entering an otherwise public area. This area must be in sufficient size as to allow workers enough room to properly perform their work. Personnel involved in field operations shall assist in the effort to maintain facilities and areas free of loose surface contamination and to prevent the migration of contamination outside restricted or controlled areas.

6.1 Exclusion Zone

The exclusion zone contains any area(s) of potential contamination relating to the hazardous substances described above. All PSC personnel entering the exclusion zone shall wear the prescribed PPE for the tasks they are to perform in that area as well as meet the training and medical surveillance requirements specified in this HASP.

The overall size and perimeter of the exclusion zone for each remediation area will be determined by the RSO based on the potential for airborne contamination and airborne chemical hazard assessments. The perimeter of the zone will be established following an on-site analysis of the planned work activities, current weather conditions, the physical features of the work site, and the principal contaminants of concern. The area around the immediate work location will be cordoned off with yellow boundary tape and posted, as a minimum, "Caution: Restricted Area." The RSO shall be responsible to post the area adequately. Non-permeable ground coverings, such as visqueen plastic type sheet, may be utilized to prevent contamination of additional areas. A point of entry and egress from the restricted area may be designated and established based on predominant wind conditions, evacuation routes location of equipment and facilities, and personnel environmental safety. All individuals exiting a restricted area shall perform a whole body frisk. All equipment, materials and containers may be surveyed for loose surface contamination prior to removal from the restricted area. After being verified free of loose contamination, drums, containers, or other equipment being released for unrestricted use may be monitored for exposure rate levels. Daily, and as directed by the RSO, radiation surveys may be performed of the restricted area boundary. There will be no smoking or eating within the exclusion or contaminant reduction zones.

6.2 Contaminant Reduction Zone

The contaminant reduction zone is where hazardous substances are removed from site personnel and their protective equipment. Access to the contamination reduction zone from the clean zone is through control points. There will be no smoking or eating within the exclusion or contaminant reduction zones.

6.3 Clean Zone

The clean zone is a non-contaminated area where support services, storage of non-hazardous materials and administrative activities generally occur. Clean zones will be equipped with potable water, first aid kits, and supplies of clean PPE.

6.4 Site Visitors and Inspections

Visitors to the site will check in with the RSO. The RSO will be consulted prior to visitors being permitted to enter the restricted work areas. Visitors will be escorted by a PSC representative at all times while at the site and a visitors log book will be kept by the RSO. Visitors must meet the training, medical surveillance, and personal protective equipment requirements specified in this

health and safety plan and 29 CFR 1910.120 prior to gaining access to the restricted work area. Local, state, and federal inspectors will also be required to meet the HASP requirements for site visitors prior to gaining access to the restricted work area.

6.5 Health and Safety Audits

In order to ensure compliance with regulatory requirements, 29 CFR 1910.120, the HASP, and specified procedures in the work plan, PSC's health and safety department may audit this work site as part of the PSC regulatory compliance program.

7 TRAINING AND INFORMATIONAL REQUIREMENTS

Before work on this site begins, and when visitors are to enter the site to perform work in or near the work zones, all involved personnel will be briefed on this site-specific HASP. This briefing will be conducted by the RSO or by a designated member of the health and safety department. This training will focus on the potential hazards present at the site and the health and safety procedures specific to this project. The training will include, but not be limited to, the following:

- Project introduction and orientation
- Station specific requirements and procedure
- Standard health and safety operating procedures
- Site characteristics and potential chemical and physical hazards
- Hazardous chemical communication
- Employee rights and responsibilities
- Rules and regulations concerning vehicle use
- Health and safety plan authorization and signatures
- Use of field equipment
- Handling, storage, and transportation of hazardous materials
- Use, care, and limitations of personal protective equipment
- Sampling techniques, and precautions
- Air monitoring purpose, methods, and interpretations
- Decontamination procedures
- Accident and emergency response procedures

All personnel attending this meeting will sign the "HASP Acceptance Form" in Section 14.

7.1 Hazardous Waste Operation Training

Documentation of training for all employees will be kept on file at the project location. All employees and site personnel entering the exclusion zone shall be trained in compliance with 29 CFR 1910.120(e) as follows:

Workers engaged in this hazardous waste operation will have a minimum of 40 hours of off-site instruction (or its equivalent) and three days of actual field experience under the supervision of a trained, experienced supervisor. In addition, they shall have annual eight-hour refresher training.

Supervisors and managers engaged in this hazardous waste operation shall have received the equivalent training to the workers they supervise plus an additional 8 hours of specialized training.

Equipment and transport vehicle operators engaged in this hazardous waste operation shall have a minimum of 40 hours of off-site training and three days actual experience under the supervision of a trained, experienced supervisor. Truck drivers will have a B-class Department of Transportation license or higher with a hazardous waste transporter endorsement.

Workers occasionally on site for certain limited tasks within the exclusion or contaminant reduction zones, who are unlikely to be exposed to hazardous substances over published permissible exposure limits, shall have a minimum of 24 hours of off-site training and one day of actual field experience under the direction of a trained and experienced supervisor.

7.2 NORM Training

Personnel performing NORM surveys or intrusive work at a NORM site will be trained in the following subjects:

- Fundamentals of Radiation Safety-
 - Characteristics of radiation
 - Units of radiation dose and quantity of radioactivity
 - Levels of radiation from sources of radiation
 - Methods of minimizing radiation dose:
 - Working time
 - Working distance
 - Shielding
 - Respiratory precautions
 - Use of PPE

7.3 American Red Cross Certification

PSC employees receive annual American Red Cross CPR instruction and certification in the proper first aid skills for adult victims of cardiac arrest, choking, and respiratory emergencies. American Red Cross training and certification for standard first aid to treat bleeding, burns, shock, poisoning, injuries to bones, muscles and joints, and other injuries is provided every three years. At least one person on site must maintain current certification.

7.4 Hazard Communication

Before work on this site begins, all involved personnel will be briefed on this HASP. This briefing will be conducted by the RSO, or by a designated representative of the RSO. This training will focus on the potential hazards present at the site and the safety and health procedures specific to this project. Daily, prior to commencing work, the RSO or his designee, will determine the day's work activity, radiation levels area postings, emergency procedures, respiratory protection requirements, and any other details necessary to inform workers and ensure personnel and environmental safety.

All on-site employees, in accordance with 29 CFR 1910.1200 (Hazard Communication Standard), must be informed of any potential health and safety risks.

Chemical, physical, and toxicological properties of each hazard known or expected to be present at this site will be communicated to employees prior to commencement of any work activities and whenever there is a revision in the HASP.

In accordance with 29 CFR 1910.1200, material safety data sheets (MSDSs) for all hazardous substances in the workplace will be maintained. Title III of the Superfund Amendment and Reauthorization Act (SARA) of 1986 requires employers to maintain MSDSs and submit such information to the state emergency response commission, local emergency planning committee, and local fire department if amounts on site exceed reportable quantity guidelines. Consequently, if an emergency response to the site is necessary local and state agencies will already be aware of the hazardous substances potentially present.

7.5 Respiratory Protection Program

The health and safety department is responsible for providing annual respirator training, qualitative or quantitative fit tests, for ensuring that only respiratory equipment approved and accepted by the National Institute for Occupational Safety and Health and the Mine Safety and Health Association is used, and for ensuring that the corporate medical review officer has determined that the employees are physically capable of wearing a respirator.

Respirator fit testing will be conducted to determine, equipment suitability to the individual wearer. A positive/negative fit test will be conducted each time the

respirator is donned. Personnel will be trained in the proper techniques to conduct this test. Records will be kept on all fit tests performed, stating size, mode, and type of respirator for each person wearing a respirator.

All equipment must be inspected before and after use by the user according to the procedures outlined in the training session. Additionally, the site health and safety officer will periodically inspect the equipment to verify its condition for use. It is the responsibility of the individual employee to clean and disinfect respiratory equipment. Appropriate cartridges should be used and replaced as necessary. Respirators should be stored in tagged, clean plastic bags, protected from excessive heat, cold, dust, sunlight, moisture, and damaging chemicals.

8 MEDICAL SURVEILLANCE REQUIREMENTS

PSC personnel who may be exposed to hazardous substances or health and safety hazards are required to participate in a medical surveillance program which complies with 29 CFR 1910.120(f). This program requires a complete pre-employment physical and associated laboratory blood and urine tests.

All site personnel must have passed the physical examination to detect any medical condition that would place an individual at increased risk of impairment as a result of his or her participation in this project or the use of a respirator. An annual update exam or closure physical is also required for all personnel participating in this program.

9 ENGINEERING CONTROLS, WORK PRACTICES AND PERSONAL PROTECTIVE EQUIPMENT

The following engineering controls, work practices and personal protective equipment measures are in accordance with 29 CFR 1910 (General Industry Standards) and 29 CFR 1926 (Construction Site Standards).

9.1 *Moving Equipment*

All workers will be thoroughly trained and advised of the hazards of working around material handling and heavy excavation equipment. This will be emphasized in all health and safety meetings. All moving equipment will have warning devices such as back up bells, horns, and lights. Enclosed or pressurized cabs will be utilized when the potential for exposure to hazardous substances exists.

9.2 *Machinery/Lockout/Tagout*

All exposed moving parts on operating machinery shall be screened or guarded to prevent accidental contact with personnel, clothing or other equipment. Guards will not be removed in order to facilitate a specific task.

All energized systems (electrical, pneumatic, hydraulic, mechanical, etc.) will be locked out, tagged and the energy source tried, prior commencing work in an area with hazardous machinery or utilities. No machinery or energized equipment is anticipated during this scope of work.

9.3 Sanitation

The work site must have a supply of potable water stored in tightly sealed, clearly labeled containers and equipped with a tap. Disposable cups and a receptacle for cup disposal must also be provided. Any unsafe outlets for drinking, washing or cooking must be clearly marked. No cross connection, open or potential, between a system furnishing potable water and a system furnishing non-potable water is permissible.

9.4 Combustible Liquids and Solids

It is not anticipated that bulk quantities of combustible/flammable liquid or solids will be maintained on-site. However, if there is a need for storage, all combustible liquids and solids shall be handled and labeled in accordance with state and federal fire codes and regulations. Liquids shall be stored and transported in approved United States Department of Transportation containers. Spill prevention and control measures shall be implemented whenever liquids are being handled or stored. A fire extinguisher (ABC rated) will be immediately available for use in the area of combustible materials.

9.5 Drum Handling

Drums and containers will be handled in a manner consistent with 29 CFR 1910.120(j). All nonessential personnel shall be removed from the area of drum operations during opening procedures. Storage of drums on the premises will comply with each facility's compliance policy for the storage of drums containing hazardous materials.

9.6 General Housekeeping

All employees will practice good housekeeping at the job site in accordance with 29 CFR 1926. Litter and debris will be removed from the work area. PSC will procure a rental dumpster if the volume of litter and debris warrants. Slippery floor surfaces will be wiped and sprinkled with adsorbents. Hoses, wires, pipes and other equipment will be kept in control so as not to be a tripping hazard.

9.7 Line Disconnections

It is not anticipated that PSC personnel shall have the need to disconnect facility lines. However, if the need should arise, PSC personnel disconnecting any line, flange, or seal from a piping system shall be done in accordance with established procedures. The line will be depressurized or emptied under the supervision of the project supervisor or other trained professional. Workers will be suited in

appropriate PPE and make the initial disconnection slowly so that any residual material can be released into containers in a controlled manner. A line-breaking permit is required for all unbroken lines or vessels too small to be entered.

9.8 Personal Protective Equipment

Personal protective equipment (PPE) is to be used in situations where work practices, engineering controls, or administrative measures are not feasible for controlling hazards. Each situation requires assessment in order to determine if PPE is needed. As a general rule, it must be assumed that worst case conditions exist until an adequate assessment is obtained. The level of protection for this project is level D.

In the event that airborne contaminants can not be controlled via engineering controls or administrative measures, each employee shall use adequate personnel protective equipment as a control method.

The project manager and RSO will be responsible for the administration of the respiratory protection program. This includes ensuring that clean, inspected, and approved respiratory equipment will be available for use and that all PSC employees have been properly trained in the use and limitations of the equipment.

In accordance with 29 CFR 1910.95, PSC employees participate in a hearing conservation program and wear hearing protection when exposed to average noise levels which exceed 85 dBA (slow response) for an eight-hour work shift.

The majority of the machinery and heavy equipment used at the hazardous waste site operations generate high noise levels in short durations. PSC provides employees with a choice of at least three different noise attenuation devices to be used separately or combined.

9.8.1 Level B Protection

Work Tasks Involving Protection: Initial during unknown or suspected hazardous atmospheres exist.

- NIOSH/MSHA approved air-supplying respirator, operated in the demand/positive pressure mode, or self contained breathing apparatus operated in the demand/positive pressure mode
- Standard issue work uniform
- Disposable poly coated hooded coveralls (i.e. poly-Tyvek®)
- Chemical-resistant outer and inner gloves (Butyl Rubber/Nitrile)
- Chemical-resistant boots with steel toe and shank
- Hard hat
- Safety glasses

- Hearing protection in noisy areas

9.8.2 Level C Protection

Work Tasks Involving Protection: NORM exposure (during work tasks where the contaminants have been identified and quantified, and in ambient oxygen atmospheres) and decontamination where mists are created (i.e. - pressure washing, steam cleaning).

- NIOSH/MSHA approved air-purifying respirator, with appropriate approved cartridges (**MSA- OV/HEPA cartridges - or equivalent**).
- Standard issue work uniform
- Disposable hooded coveralls (i.e. Tyvek® or Kleenguard®)
- Chemical-resistant outer and inner gloves (Butyl Rubber/Nitrile)
- Chemical-resistant boots with steel toe and shank
- Hard hat
- Safety glasses
- Hearing protection in noisy areas

9.8.3 Level D Protection

Work Tasks Involving Protection: General work tasks, decontamination facility, and support based work.

- Hard hat and safety glasses
- Work gloves
 - ⇒ Leather or cotton for general usage
 - ⇒ Chemical resistant gloves (Butyl Rubber) when in contact with contaminated materials or free products
- Leather steel-toed work boots
 - ⇒ Chemical resistant boot covers (booties) or steel toed chemical resistant "rubber" boots when in contact with contaminated materials or free products
- Standard issue work uniform

⇒ Poly-coated hooded Tyvek coveralls when working in areas where contaminated materials or free products may be incidentally contacted

- Hearing protection in noisy areas

9.8.4 Respirator Limitations

The use of air purifying respirators (APRs) is prohibited in atmospheres containing less than 19.5% oxygen by volume. APRs are only allowed in environments up to 10 times the permissible exposure limit (PEL) as defined by OSHA in 29 CFR 1910.1000 - APRs are prohibited in areas where the type and quantity (ppm) of the contaminate have not been identified.

Full face APRs offer additional protection over ½ mask APRs. They provide a more secure seal and additional eye protection. Respiratory usage is to be closely monitored by the SSO at all times. Full face respirators will be used in contaminated environments where there is a potential for eye irritation. Chemical cartridge respirators will not be used in environments where the potential contaminants have poor warning properties (odor or irritation).

Chemical cartridge air-purifying respirators will only be used for those contaminants and concentrations for which they are certified. Chemical cartridge respirators will not be used in the presence of any of the following materials:

acrolein, aniline, arsine, bromine, dimethylaniline, dimethyl sulfate, hydrogen cyanide, hydrogen fluoride, hydrogen selenide, hydrogen sulfide, hydrazine, methanol, methyl bromide, methyl chloride, methylene biphenyl isocyanate, nickel carbonyl, nitrobenzene, nitrogen oxides, nitroglycerin, nitromethane, ozone, phosgene, phosphorus, stilbene, radioactive gases, sulfur chloride, toluene diisocyanate, and vinyl chloride.

9.9 Utilities and Structures Clearance

All ponds will be cleared for utilities and other structures prior to commencing work. Work may not proceed until those obstacles have been clearly identified and marked at the site.

9.10 Confined Space Entry

Confined spaces are any space big enough for an employee to work in, but difficult to enter or leave, and are not intended for full-time occupancy (29 CFR 1910.146). A posted, permit-required space must meet at least one of the following four conditions:

1. Contains or has the potential to contain a hazardous atmosphere.

2. Contains a material that has the potential for engulfing an entrant.
3. Has an internal configuration such that an entrant could be trapped or asphyxiated.
4. Contains any other recognized serious safety or health hazard.

Authorized entrants, attendants, and entry supervisors must receive specialized training and certification, as stipulated in 29 CFR 1910.146, prior to commencing work in a permit required confined space. There are no confined space entries anticipated at this site.

9.11 Electrical

Electrical wiring and apparatus safety procedures will be conducted in accordance with 29 CFR 1910.137. Tools and extension cords will be equipped with appropriate ground receptacles and ground fault circuit interrupters. All electrical installations will comply with the National Electrical Safety Code.

9.12 Heat Related Disorders

Heat exhaustion is the physical response to heat-caused fatigue, weakness due to body overheating, and collapse due to an inadequate intake of water necessary to compensate for water lost through excessive perspiration.

Heat stroke is a response to heat characterized by an extremely high body temperature to the point where the body can no longer cool and failure of the sweating mechanism. Heat stroke is an immediate, life threatening emergency for which medical care is urgently needed.

Heat cramps involve muscular pains and spasms caused from loss of electrolytes through sweating. Any person exhibiting symptoms of a heat-related disorder must exit the work area and take a break until the symptoms subside and must drink plenty of fluids during the break. All workers must drink fluids at frequent intervals throughout the work day to prevent heat-related disorders.

A heat stress monitoring program shall be instituted whenever ambient temperature exceeds 70 degrees F. Any team member who exhibits symptoms of heat stress may be monitored by way of radial pulse rate. The heart rate at the beginning of the break should not exceed 100 beats per minute. If the heart rate is in excess of 100 beats per minute, the duration of the next work period will be shortened by 10 minutes, while the rest period remains the same. If the pulse rate is in excess of 100 beats per minute at the beginning of the next break period, the following work cycle will be reduced by another 10 minutes.

Body temperature may also be monitored as directed by the site health and safety officer. The body temperature will be measured by a temperature sensitive strip placed on the worker's forehead as early as possible in the break period. The strip temperature should not exceed 100.5 degrees F. If the forehead temperature exceeds 100.5 degrees F, the next work period will be decreased by 10 minutes.

decontaminated. Coveralls, gloves, boot covers, respirator cartridges, and other disposable PPE will be disposed of if they cannot adequately be cleaned.

All personnel in the contaminant reduction zone shall be wearing the same level of PPE as those in the exclusion zone. Scrub brushes, tubs, water sprayers, and wipe cloths will be set up to effectively manage the decontamination process.

11.1 Equipment Decontamination Procedure

All equipment requiring decontamination will be decontaminated in a separate area.

Small equipment will be placed on plastic sheets, in supplied containers, or in a wash tub. These items will be washed and scrubbed in soapy potable water to remove gross contamination. They will then be sprayed or wiped with a suitable solvent to remove residual contamination then rinsed in potable water. Decontaminated items will be placed in a separate container for transfer into the clean zone.

Heavy machinery and vehicle decontamination poses an additional inhalation, ingestion and dermal absorption hazard. Steam cleaning procedures and decontamination solvents produce a potential for exposure that is equal to or greater than the initial contaminants of concern.

Decontamination personnel will wear appropriate personal protective equipment, remove loose materials from vehicle wheels and the undercarriage before moving them to the decontamination zone, clean contaminated heavy machinery with either a steam or high pressure washer using an appropriate detergent (Alconox), then finish with a potable water rinse.

11.2 Personnel Decontamination Procedures

Step 1 - Boot and Outer Glove Wash: Boots and outer gloves will be scrubbed in a tub of soapy potable water to remove gross contamination followed by a clean water rinse.

Step 2- Glove, Suit and Boot Removal: Remove outer gloves, suit and boots. Hang to dry for reuse if the articles are completely decontaminated and undamaged. Remove inner gloves and place in disposal drum. Inner gloves are not to be reused.

Step 3- Field Wash: At a minimum, washing of the face and hands with soap and water is required for skin decontamination.

Step 4- Redress: Street clothes or clean coveralls may be worn following decontamination.

11.3 Decontamination Waste Containment

The RSO will monitor all decontamination procedures. Any permeable clothing contaminated with hazardous materials or substances will be immediately removed for disposal and the individual wearing the clothing decontaminated.

All decontamination supplies or generated contaminated wastes shall be disposed of or stored as directed by EMNRD-OCD.

12 EMERGENCY RESPONSE AND CONTINGENCY PLAN

12.1 Pre-Emergency Planning and Spill Prevention Control

Prior to commencing work on this project, PSC personnel will be oriented to facility specific emergency response procedures, as required by 29 CFR 1910.119. All site personnel will be instructed in the site topography, layout and points of ingress or egress. Weather and wind directions will be noted daily to identify safe routes of evacuation in case of emergency. The locations of communications equipment such as cellular phones and radios will be noted. Specific hazards or conditions that may affect the health and safety of workers and the procedures for mitigating personnel exposure will be reviewed and discussed. Special emphasis will be placed on any changes in site characteristics or procedures that are a result of project activities. Emergency response procedures will be reviewed and understood by all personnel before commencing work at the site.

A daily health and safety meeting will be conducted by the RSO. The topics discussed and the names of personnel in attendance will be recorded on the PSC health and safety department form or a comparable form.

Copies of this record will be retained at the job site. The intent of this meeting is for site personnel to assess current work objectives, and to identify specific safety hazards associated with performing the work.

12.2 Emergency Equipment

At a minimum, the following emergency equipment shall be at the work site and available for immediate use:

- Dry chemical fire extinguisher
(20 # A-B-C rated)
- First aid kits, including burn and
bloodborne pathogen kits
- Emergency eye wash station (if
unavailable at site)

- Site appropriate hand tools

12.3 Emergency Recognition and Prevention

All site personnel will be trained in the site characteristics, procedures, work plan and project tasks. They will maintain surveillance over the work that is being done around them, as well as their own assigned tasks and report any unexpected conditions to the site health and safety officer immediately. All personnel will observe safe working practices and procedures to protect themselves and fellow workers.

12.4 Emergency Alarm System

Several warning systems may be used to sound an alarm in an emergency situation. The type of system used depends on the nature of the emergency:

- **Verbal Communications-** Used to convey specific instructions and may be amplified by use of a bull horn or public address system.
- **Hand Signals-** Used to convey specific instructions and messages among workers, while wearing PPE and between workers in the exclusion and contamination reduction zones.
- **Air Horns-** Used to convey specific instructions and messages among workers, while wearing PPE and between workers in the exclusion and contamination reduction zones.
- **Portable Radios-** Used to convey specific instructions and messages among workers, while wearing PPE and between workers in the exclusion, contamination reduction and clean zones.
- **Cellular Telephones-** Used to convey specific instructions and messages among workers in the clean zone and emergency response workers.
- **Installed Telephones-** Used to convey specific instructions and messages among workers in the clean zone and emergency response workers.

12.5 Emergency Evacuation

In the event that the area must be evacuated due to the release of gas, smoke or poisonous fumes, site personnel will move off site via the nearest upwind route. Safe distances and places of refuge will be determined by air monitoring. Emergency response teams will be notified by phoning 911 on cellular or installed telephones. No one will re-enter the site without approval from the RSO.

Site personnel will discuss the correct evacuation procedures prior to any site work and the RSO must ascertain that they are understood and followed. Evacuation procedures will be altered and reviewed periodically to reflect the

current work areas and tasks. This will be documented by the RSO. All personnel will familiarize themselves with points of egress and be aware of wind patterns that will affect dispersion of hazardous fumes or smoke in an emergency.

PSC personnel must be familiarized with facility evacuation procedures. During an emergency, PSC personnel will congregate in the same area as facility personnel so as to account for all people as quickly as possible. If visitors are on-site, visitor sign-in sheets will be taken to the congregation area.

12.6 Emergency Response Procedures

In case of emergency or a hazardous situation, the individual or individuals who observe the situation shall immediately give the alarm. Upon hearing the alarm, all non-essential communication shall cease. The individual(s) who sounded the alarm shall notify the supervisor of the situation. Immediate actions that will be taken to correct the situation shall be dictated by the specific emergency. These actions may be one or more of the following:

- **Spills or Hazardous Substance Release** - Contain the spill as quickly as possible. Remove contaminated material and seal in drums. Notify the project manager, the site health and safety officer, and the appropriate authorities if spill is not contained.
- **Fires**- Extinguish fire with fire extinguishers or blankets if possible. Control the source of combustible material. Evacuate the area and immediately notify the fire department if fire is uncontrolled.
- **Gas or Fume Release**- Evacuate the area until the fumes have dispersed. Remove all ignition sources. Perform continuous perimeter monitoring downwind. Notify the site health and safety officer and appropriate authorities if fumes threaten to escape the exclusion zone.
- **Personnel Injury**: Administer first aid and seek medical attention as appropriate. Notify the site health and safety officer.

12.7 Hazardous Substance Release

Should a hazardous substance be released, all personnel will immediately evacuate the area to a safe area upwind.

Upon completion of the recovery operations, air monitoring and environmental sampling will be conducted. When the results of the monitoring indicates complete decontamination, site work may resume.

12.8 Injury or Exposure

In the event of significant physical injury, hazardous exposure, fire or explosion notification will be made immediately to the appropriate local, state, and federal

regulatory agencies. Any job related injury or illness must be reported to the PSC Health and Safety Officer, Don Fernald, within 24 hours.

If an injury should occur, stabilize the injured individual and administer first aid. If the person is in the exclusion zone they should be decontaminated or contained in uncontaminated materials prior to removal from the zone. Medical aid may be summoned by dialing 911 on cellular or installed telephones. Be sure and describe the nature of the injury and location of the victim to the emergency response team.

12.9 *Emergency Medical Treatment and First Aid*

Adequate facilities and personnel will be provided to assure prompt and efficient first aid in the event of injury or exposure. First aid kits will consist of individually sealed items within a weather proof container. Each first aid kit will be OSHA approved, inspected and fully equipped before being deployed to the project. Approved bloodborne pathogen kits and a list of *Universal Precautions* will be included with each kit. Any expended items will be replaced after use.

General first aid practices that may be employed in the event of personal injury or exposure are:

- **Eyes-** Irrigate immediately with pressurized eye/face wash unit.
- **Skin-** Wash with soap and warm water.
- **Breathing-** Move victim to fresh air at once and begin CPR. Phone 911 to obtain emergency medical attention.
- **Swallowing-** Identify the item swallowed. Follow appropriate first aid procedures and obtain medical attention immediately.

12.10 Emergency Telephone Numbers

The following telephone numbers will be conspicuously posted at each work site:

Fire - Police - Ambulance

911

Hospital -

???

(307) 754 - 2267

???

Hobbs, New Mexico ?

Project / H & S Manager – **Don Fernald**

Office:

(800) 326 - 2262

Mobil:

(505) 320 - 9670

Home:

(505) 324 - 6711

Site Supervisor – **Morgan Killion**

Office:

(800) 326 - 2262

Mobil:

(505) 320 - 9681

Home:

(505) 324 - 8465

Site H & S Officer / RSO – **Bruce Hare**

Office:

(800) 326 - 2262

Mobil:

() -

Home:

(505) 632 - 3758

EMNRD-OCD Manager – **Martyne Kieling**

Office:

() -

Mobil:

() -

Home:

() -

13 HEALTH AND SAFETY PLAN AUTHORIZATION

By their signature, the following undersigned persons certify that this health and safety plan has been read, or otherwise communicated to them. They further certify that they understand the plan and will follow the procedures that have been developed for the protection of the health and safety of the general public and all persons entering upon the work site:

<u>Name</u>	<u>Date</u>
_____ PSC's Health and Safety Officer	_____
_____ PSC's Project Manager	_____
_____ PSC's Site H & S Officer / RSO	_____
_____ Client Representative	_____

14 HEALTH AND SAFETY PLAN CERTIFICATION

By their signature, the following undersigned persons certify that this health and safety plan has been read, or otherwise communicated to them. They further certify that they understand the plan and will follow the procedures that have been developed for the protection of the health and safety of the general public and all persons entering upon the work site:

<u>Name</u>	<u>Date</u>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

14.1 Personnel Training Records

Training records are not included in this HASP because personnel assignments have not been issued. It will be required that all personnel comply with the following training criteria and it is the responsibility of the project manager and site safety officer to ensure such training. Each employee's records must be established and maintained on site prior to employees being allowed to work. The following is representative of training requirements:

14.1.1 Hazardous Waste Operations

The following training records apply to all site personnel:

- 40 Hour HAZWOPER Certification
- 8 Hour Annual Refresher Certification
- Respirator Fit Test Certification
- Medical Surveillance/Respiratory Fitness/HAZWOPER Qualified Statement

In addition to these requirements, site supervisors must also maintain the following:

- 8 Hour HAZWOPER Supervisor Certification

14.1.2 NORM Training

The following training records apply to all site personnel performing NORM surveys and intrusive NORM work:

- NORM Safety and Surveying Certification, or;
- Radiation Worker I / II Training

In addition to these requirements, the Radiation Safety Officer must also maintain the following:

- Radiation Safety Officer Certification

Appendix A

PSC's NORM Standard Operating Procedures

Appendix B

Hospital Route Map and Directions

Appendix C

Site Map

Appendix D

Task Safety Analysis Sheets

Appendix E

Tailgate Safety Meeting Records

Appendix F

Accident Investigation Report

Appendix G

Training Records/Certifications



NEW MEXICO ENERGY, MINERALS and NATURAL RESOURCES DEPARTMENT

GARY E. JOHNSON

Governor

Jennifer A. Salisbury

Cabinet Secretary

February 21, 2001

Lori Wrotenbery

Director

Oil Conservation Division

CERTIFIED MAIL

RETURN RECEIPT NO. 7099-3220-0000-5051-2054

Mr. Don Fernald
Project Manager
Philip Environmental Service Corporation
4000 Monroe Road
Farmington, New Mexico 87401

**RE: Investigation, Clean-up and Remediation of environmental contamination at
the Goodwin Treating Plant Contract (No. 01-521-07-151) Lea County**

Dear Mr. Fernald:

Enclosed is an executed copy of the above-referenced contract. The New Mexico Oil Conservation Division (OCD) requests a meeting here at our Santa Fe office prior to commencing work to discuss the budget particulars that will constrain the cleanup effort. The OCD will need to discuss with Philip Environmental Services Corporation items such as recycling of tank material and onsite waste management of NORM contaminated soil. Please contact us at your earliest convenience to set a meeting time. Please proceed to make arrangements to begin the contracted work.

If you have any questions, please feel free to call either me at 505/476-3451 or Martyne Kieling at 505/476-3488.

Sincerely,

Steve Ross
Legal Counsel

xc: Martyne Kieling, OCD Santa Fe
OCD Hobbs
Mike Matush, SLO
Leon Anderson, SLO Hobbs

COMMISSIONER'S OFFICE
Phone (505) 827-5760
Fax (505) 827-5766

ADMINISTRATION
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Fax (505) 827-5853

GENERAL COUNSEL
Phone (505) 827-5713
Fax (505) 827-4262

PUBLIC AFFAIRS
Phone (505) 827-1245
Fax (505) 827-5766



MAR 28 2001

COMMERCIAL RESOURCES
Phone (505) 827-5724
Fax (505) 827-6157

MINERAL RESOURCES
Phone (505) 827-5744
Fax (505) 827-4739

ROYALTY MANAGEMENT
Phone (505) 827-5772
Fax (505) 827-4739

SURFACE RESOURCES
Phone (505) 827-5793
Fax (505) 827-5711

New Mexico State Land Office
Commissioner of Public Lands
Ray Powell, M.S., D.V.M.

March 26, 2001

Martyne Kieling
NM Energy, Minerals, and Natural Resources Department
Oil Conservation Division
1220 South St. Francis Drive
Santa Fe, NM 87505

Re: Right-of-Entry Permit No. ROE-522

Dear Mr. Kieling:

Please sign both copies of the enclosed right-of-entry permit before a Notary Public and return both sets back to this office for approval by the Commissioner of Public Lands.

An officer of the company or his authorized agent must sign the permit.

If you have any questions or if we may be of further assistance, please do not hesitate to contact this office at the above address or at (505) 827-5729.

Sincerely,

A handwritten signature in cursive script, appearing to read "Debra Padilla".

Debra Padilla, Right-of-Way Manager
Surface Resources Division

"WE WORK FOR EDUCATION"

310 Old Santa Fe Trail, P. O. Box 1148 Santa Fe, New Mexico 87504-1148

**NEW MEXICO STATE LAND OFFICE
Ray Powell, Commissioner of Public Lands
New Mexico State Land Office Building
P.O. Box 1148, Santa Fe, NM 87504-1148**

**RIGHT OF ENTRY PERMIT
CONTRACT NO. 522**

1. RIGHT OF ENTRY PERMIT

This permit is hereby issued under the authority established by Section 19-1-2 NMSA (1985). Therefore, and in consideration of and subject to the terms, covenants, conditions, agreements, obligations and reservations contained in the permit and all other existing rights, the Commissioner of Public Lands, New Mexico State Land Office, State of New Mexico, hereinafter called "COMMISSIONER," grants to New Mexico Energy, Minerals and Natural Resources Department, Oil Conservation Division and its contractor Phillip Environmental Services Corporation whose address is 1220 South St. Francis Drive, Santa Fe, New Mexico 87505 hereinafter called "PERMITTEE," authorized use of a specific tract(s) of state trust land described in this permit.

2. TERM AND LAND DESCRIPTION

Right of entry is granted for a term of one-year commencing March 20, 2001 through March 20, 2002 to the following state lands: SW4NW4 of Section 31, Township 18 South, Range 37 East.

3. FEE. N/A

4. PERMITTED USE

For investigation, cleanup and environmental remediation of the Goodwin Treating Plant, which will involve the use of heavy equipment to remove the oil equipment, oilfield product, waste and contaminated soil and the installation of a locking gate. All work will be conducted under a site health and safety plan. Please contact Myra Meyers or Leon Anderson in the Hobbs Field Office at (505) 392-8736 and or Mike Matush in Santa Fe at (505) 827-5096 to coordinate the field work to be conducted and the onsite spreading and removal of the contaminated soil

The granting of this permit does not allow access across private lands.

5. IMPROVEMENTS

No improvements shall be placed on the premises without the prior written consent of the Commissioner.

6. RESERVATIONS

Commissioner reserves the right to execute permits on the land granted by this permit for mining purposes and for the extraction of oil, gas, salt, geothermal resources, and other mineral deposits therefrom and the right to go upon, explore for, mine, remove and sell same.

Commissioner further reserves the right to sell or dispose of natural surface products of said lands and to grant such other right-of-way and easements as provided for by law.

7. COMPLIANCE WITH LAWS

Permittee shall at its own expense comply fully with and be subject to all regulations, rules, ordinances, and requirements of the Commissioner including, but not limited to the Cultural Properties Act, NMSA 1978 as amended. It is illegal for any person or his agent to appropriate, excavate, injure, or destroy any historic, or prehistoric ruin or monument, or any object of historical, archaeological, architectural, or scientific value situated on lands owned or controlled by the State Land Office without a valid permit issued by the Cultural Properties Review Committee and approved by the Commissioner of Public Lands.

8. HOLD HARMLESS

Permittee shall have, save, and hold harmless, indemnify and defend Commissioner and the State of New Mexico, and their agent or agents, in their official and individual capacities, of and from any and all liability claims, losses, or damages arising out of or alleged to arise out of or indirectly connected with the operations of Permittee under this permit off or on the Commissioner's premises or arising out of the presence on the Commissioner's premises of any agent, contractor or subcontractor of Permittee.

9. AMENDMENT

This permit shall not be altered, changed or amended except by an instrument in writing executed by Commissioner and Permittee.

10. WITHDRAWAL

Commissioner reserves the right to withdraw any or all of the land authorized for use under this permit. If applicable, Permittee shall vacate the acreage specified within 30 days after receipt of written notification of withdrawal from the Commissioner.

11. CANCELLATION

The violation by Permittee of any of the terms, conditions or covenants of this permit or the nonpayment by Permittee of the fees due under this permit shall at the option of the Commissioner be considered a default and shall cause the cancellation of this permit 30 days after Permittee has been sent written notice of such.

12. PRESERVE AND PROTECT

The Permittee agrees to preserve and protect the natural environmental conditions of the land encompassed in this permit, and to take those reclamation or corrective actions that are accepted soil and water conservation practices and that are deemed necessary by the Commissioner to protect the land from pollution, erosion, or other environmental degradation.

13. RECLAMATION

The Permittee agrees to reclaim those areas that may be damaged by activities conducted thereon.

14. SPECIAL INSTRUCTIONS AND OR RESTRICTIONS

1. No off road vehicle traffic allowed
2. No wood collection or tree cutting allowed.
3. Disturbing, dislodging, damaging, defacing, destroying or removing historical archaeological, paleontological or cultural sites or artifacts is prohibited.
4. Disturbing, dislodging, damaging, defacing, destroying any improvement, fixture, item, object or thing placed or located in, under or upon the land is prohibited.
5. Any other activities not listed are not allowed unless prior written approval from the Commissioner of Public Lands is granted.
6. A report of the work conducted and the data collected through this effort will be shared with the State Land Office.

WITNESS the hands and seals of PERMITTEE and COMMISSIONER on the day and year first above written.

Fori Wrotenberg Telephone: 476-3440
PERMITTEE

COMMISSIONER OF PUBLIC LANDS

ACKNOWLEDGMENT

STATE OF NEW MEXICO)
)
COUNTY OF Santa Fe)

The foregoing instrument was acknowledged before me this 30th day of March, 2001.

My Commission Expires: 3-28-02

[Signature]
NOTARY PUBLIC

COMMISSIONER'S OFFICE
Phone (505) 827-5760
Fax (505) 827-5766

ADMINISTRATION
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MAR 28 2001

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New Mexico State Land Office
Commissioner of Public Lands
Ray Powell, M.S., D.V.M.

March 26, 2001

Martyne Kieling
NM Energy, Minerals, and Natural Resources Department
Oil Conservation Division
1220 South St. Francis Drive
Santa Fe, NM 87505

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Sincerely,

A handwritten signature in cursive script, appearing to read "Debra Padilla", is written over a printed name and title.

Debra Padilla, Right-of-Way Manager
Surface Resources Division

**NEW MEXICO STATE LAND OFFICE
Ray Powell, Commissioner of Public Lands
New Mexico State Land Office Building
P.O. Box 1148, Santa Fe, NM 87504-1148**

**RIGHT OF ENTRY PERMIT
CONTRACT NO. 522**

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Permittee shall at its own expense comply fully with and be subject to all regulations, rules, ordinances, and requirements of the Commissioner including, but not limited to the Cultural Properties Act, NMSA 1978 as amended. It is illegal for any person or his agent to appropriate, excavate, injure, or destroy any historic, or prehistoric ruin or monument, or any object of historical, archaeological, architectural, or scientific value situated on lands owned or controlled by the State Land Office without a valid permit issued by the Cultural Properties Review Committee and approved by the Commissioner of Public Lands.

8. HOLD HARMLESS

Permittee shall have, save, and hold harmless, indemnify and defend Commissioner and the State of New Mexico, and their agent or agents, in their official and individual capacities, of and from any and all liability claims, losses, or damages arising out of or alleged to arise out of or indirectly connected with the operations of Permittee under this permit off or on the Commissioner's premises or arising out of the presence on the Commissioner's premises of any agent, contractor or subcontractor of Permittee.

9. AMENDMENT

This permit shall not be altered, changed or amended except by an instrument in writing executed by Commissioner and Permittee.

10. WITHDRAWAL

Commissioner reserves the right to withdraw any or all of the land authorized for use under this permit. If applicable, Permittee shall vacate the acreage specified within 30 days after receipt of written notification of withdrawal from the Commissioner.

11. CANCELLATION

The violation by Permittee of any of the terms, conditions or covenants of this permit or the nonpayment by Permittee of the fees due under this permit shall at the option of the Commissioner be considered a default and shall cause the cancellation of this permit 30 days after Permittee has been sent written notice of such.

12. PRESERVE AND PROTECT

The Permittee agrees to preserve and protect the natural environmental conditions of the land encompassed in this permit, and to take those reclamation or corrective actions that are accepted soil and water conservation practices and that are deemed necessary by the Commissioner to protect the land from pollution, erosion, or other environmental degradation.

13. RECLAMATION

The Permittee agrees to reclaim those areas that may be damaged by activities conducted thereon.

14. SPECIAL INSTRUCTIONS AND OR RESTRICTIONS

1. No off road vehicle traffic allowed
2. No wood collection or tree cutting allowed.
3. Disturbing, dislodging, damaging, defacing, destroying or removing historical archaeological, paleontological or cultural sites or artifacts is prohibited.
4. Disturbing, dislodging, damaging, defacing, destroying any improvement, fixture, item, object or thing placed or located in, under or upon the land is prohibited.
5. Any other activities not listed are not allowed unless prior written approval from the Commissioner of Public Lands is granted.
6. A report of the work conducted and the data collected through this effort will be shared with the State Land Office.

WITNESS the hands and seals of PERMITTEE and COMMISSIONER on the day and year first above written.

Logi Wrostenberg Telephone: 476-3440
PERMITTEE

COMMISSIONER OF PUBLIC LANDS

ACKNOWLEDGMENT

STATE OF NEW MEXICO)

COUNTY OF Santa Fe)

The foregoing instrument was acknowledged before me this 30th day of March, 20 01.

My Commission Expires: 3-28-02

[Signature]
NOTARY PUBLIC

COMMISSIONER'S OFFICE
Phone (505) 827-5760
Fax (505) 827-5766

ADMINISTRATION
Phone (505) 827-5700
Fax (505) 827-5853

GENERAL COUNSEL
Phone (505) 827-5713
Fax (505) 827-4262

PUBLIC AFFAIRS
Phone (505) 827-1245
Fax (505) 827-5766



New Mexico State Land Office
Commissioner of Public Lands
Ray Powell, M.S., D.V.M.

APR 13 2001

COMMERCIAL RESOURCES
Phone (505) 827-5724
Fax (505) 827-6157

MINERAL RESOURCES
Phone (505) 827-5744
Fax (505) 827-4739

ROYALTY MANAGEMENT
Phone (505) 827-5772
Fax (505) 827-4739

SURFACE RESOURCES
Phone (505) 827-5793
Fax (505) 827-5711

April 12, 2001

Martyne Kieling
NM Energy, Minerals, & Natural Resources Department
Oil Conservation Division
1220 South St. Francis Drive
Santa Fe, NM 87505

Re: Right-of-Entry Permit No. ROE-522

Dear Mr. Kieling:

Enclosed is an approved copy of the captioned right-of-entry permit. If any corrections are necessary, please let us know and we will retype or amend this permit as necessary.

If you have any questions, please feel free to contact this office at the above address or at (505) 827-5728 or 5729.

Sincerely,

A handwritten signature in cursive script, reading "Lorrie Gasca".

Lorrie Gasca, Management Analyst
Surface Resources Division

**NEW MEXICO STATE LAND OFFICE
Ray Powell, Commissioner of Public Lands
New Mexico State Land Office Building
P.O. Box 1148, Santa Fe, NM 87504-1148**

**RIGHT OF ENTRY PERMIT
CONTRACT NO. 522**

1. RIGHT OF ENTRY PERMIT

This permit is hereby issued under the authority established by Section 19-1-2 NMSA (1985). Therefore, and in consideration of and subject to the terms, covenants, conditions, agreements, obligations and reservations contained in the permit and all other existing rights, the Commissioner of Public Lands, New Mexico State Land Office, State of New Mexico, hereinafter called "COMMISSIONER," grants to New Mexico Energy, Minerals and Natural Resources Department, Oil Conservation Division and its contractor Phillip Environmental Services Corporation whose address is 1220 South St. Francis Drive, Santa Fe, New Mexico 87505 hereinafter called "PERMITTEE," authorized use of a specific tract(s) of state trust land described in this permit.

2. TERM AND LAND DESCRIPTION

Right of entry is granted for a term of one-year commencing March 20, 2001 through March 20, 2002 to the following state lands: SW4NW4 of Section 31, Township 18 South, Range 37 East.

3. FEE. N/A

4. PERMITTED USE

For investigation, cleanup and environmental remediation of the Goodwin Treating Plant, which will involve the use of heavy equipment to remove the oil equipment, oilfield product, waste and contaminated soil and the installation of a locking gate. All work will be conducted under a site health and safety plan. Please contact Myra Meyers or Leon Anderson in the Hobbs Field Office at (505) 392-8736 and or Mike Matush in Santa Fe at (505) 827-5096 to coordinate the field work to be conducted and the onsite spreading and removal of the contaminated soil

The granting of this permit does not allow access across private lands.

5. IMPROVEMENTS

No improvements shall be placed on the premises without the prior written consent of the Commissioner.

6. RESERVATIONS

Commissioner reserves the right to execute permits on the land granted by this permit for mining purposes and for the extraction of oil, gas, salt, geothermal resources, and other mineral deposits therefrom and the right to go upon, explore for, mine, remove and sell same.

PRODUCER

WILLIS CANADA (1999) INC.
145 KING STREET WEST, SUITE 1200
TORONTO, ONT. M5H 1J8 CANADA
ATTN: JUDY HULCOOP (416) 869-1320

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION
ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE
HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR
ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

COMPANIES AFFORDING COVERAGE

COMPANY A	COMMERCE & INDUSTRY INSURANCE COMPANY
COMPANY B	LUMBERMENS MUTUAL CASUALTY COMPANY
COMPANY C	AMERICAN INTERNATIONAL SPECIALTY LINES CO.
COMPANY D	

INSURED

PHILIP ENVIRONMENTAL SERVICES CORPORATION
A WHOLLY-OWNED SUBSIDIARY OF PHILIP SERVICES
CORPORATION
4000 MONROE
FARMINGTON NM
87401 USA
ATTN: CARI NOBIS FX-505-326-2388

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY	GL1525551	10/31/00	10/31/01	GENERAL AGGREGATE	\$ 2,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				PRODUCTS - COMP/OP AGG	\$ 1,000,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				PERSONAL & ADV INJURY	\$ 1,000,000
	<input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT				EACH OCCURRENCE	\$ 1,000,000
	<input checked="" type="checkbox"/> CONTRACTUAL LIABILITY				FIRE DAMAGE (Any one fire)	\$ 1,000,000
	<input type="checkbox"/>				MED EXP (Any one person)	\$ 10,000
A	AUTOMOBILE LIABILITY	CA7666205	10/31/00	10/31/01	COMBINED SINGLE LIMIT	\$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$
	<input checked="" type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE	\$
	<input checked="" type="checkbox"/> HIRED AUTOS					
	<input checked="" type="checkbox"/> NON-OWNED AUTOS					
<input checked="" type="checkbox"/> MCS90						
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	\$
	<input type="checkbox"/> ANY AUTO				OTHER THAN AUTO ONLY:	
	<input type="checkbox"/>				EACH ACCIDENT	\$
	<input type="checkbox"/>				AGGREGATE	\$
A	EXCESS LIABILITY	BE1525552	10/31/00	10/31/01	EACH OCCURRENCE	\$ 5,000,000
	<input checked="" type="checkbox"/> UMBRELLA FORM				AGGREGATE	\$ 5,000,000
	<input type="checkbox"/> OTHER THAN UMBRELLA FORM					\$
B	WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY	5BA-130-032-01	12/31/00	12/31/01	<input checked="" type="checkbox"/> WC STATU- TORY LIMITS	<input type="checkbox"/> OTH- ER
	EL EACH ACCIDENT				\$	
	EL DISEASE - POLICY LIMIT				\$	
	EL DISEASE - EA EMPLOYEE				\$	
C	OTHER CONTRACTOR'S POLLUTION LIABILITY POLLUTION ERRORS & OMISSIONS LIABILITY	COPS2675472	10/31/00	10/31/01	\$5,000,000 PER OCCURENCE \$5,000,000 AGGREGATE INCLUDING ASBESTOS ABATEMENT & LEAD ABATEMENT	

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

UNDER THE GENERAL LIABILITY AND AUTOMOBILE LIABILITY POLICIES WAIVER OF SUBROGATION AND ADDITIONAL INSURED EXTENSIONS ARE GRANTED TO THE EXTENT REQUIRED BY WRITTEN CONTRACT BETWEEN THE NAMED INSURED AND THE CERTIFICATE HOLDER.
WORKERS COMPENSATION WAIVER OF SUBROGATION/ALTERNATE EMPLOYER EXTENSIONS ARE GRANTED TO THE EXTENT REQUIRED BY WRITTEN CONTRACT BETWEEN THE NAMED INSURED AND THE CERTIFICATE HOLDER.
RE: BUT ONLY WITH RESPECT TO ANY AND ALL SERVICES PERFORMED BY PHILIP SERVICES CORPORATION, ITS AFFILIATES AND SUBSIDIARIES.

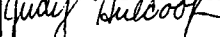
CERTIFICATE HOLDER

STATE OF NEW MEXICO
OIL CONSERVATION DIVISION
2040 S. PACHECO
SANTE FE, NM
87503
ATTN: CHARLIE PERRIN

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE



TO:

Mortyne K. 1000
~~Kim Kostelnik, Forestry~~

Date: February 20, 2001

FROM: Denise Zendel, Contracts Analyst

New Mexico Energy, Minerals and
Natural Resources Department
CONTRACTS SECTION

1220 S. St. Francis Drive
Santa Fe, New Mexico 87505
476-3215

- ☐ For your corrections/revisions/handling
- ☐ Attached contract is ready for contractor's signature and Taxation and Revenue TIN/CRS verification, if applicable.
- ☐ Attached is/are the approved DFA encumbrance document(s) for your file(s).
- ☐ Attached are 2 executed copies of PSA 01-521-07-151, Philip Environmental Service. Send one to the contractor(s) and issue the notice to proceed, and the other copy(ies) is/are for your project file(s).

Remarks:

*I will see AGO
gets copy.
De*

VENDOR
CODE 341852236

VENDOR NAME AND ORDER ADDRESS
PHILIP ENVIRONMENTAL
SERVICES CORPORATION
4000 MONROE RD
FARMINGTON, NM 87401

PH0017

STATE OF
NEW MEXICO
PURCHASE DOCUMENT

Energy, Minerals and Natural Res
Department (ASD)
1220. South St. Francis Dr.
Santa Fe, NM 87503

ENERGY, MINERALS & NATURAL RESOU
DEPT (ASD)
PO BOX 6429
SANTA FE, NM 87502

AGENCY
CONTACT PHONE
NUMBER

Bonnie Vigil

(505) 827-1119

LN	FUND	AGCY	ORG	OBJECT	AMOUNT
311	521	2500	0522	299260.00	
TOTAL					299260.00

MAXIMUM OF SIX ACCOUNTING LINES PER PURCHASE ORDER

AGENCY APPROVAL: I certify that the proposed purchase represented by this document is authorized by and is made in accordance with all State fund if applicable, and that the purchase is for the purpose of the State and is not for the private inurement or the private interest of any individual. I further certify that adequate unexpended cash and budget expenditure authority exists for the proposed purchase and that the purchase is for the purpose of the State and is not for the private inurement or the private interest of any individual.

AGENCY AUTHORIZED SIGNATURE: *[Signature]* TITLE: DATE: 02/15/2001

COMMODITY CODE

ACCT LN

ARTICLE AND DESCRIPTION

UNIT COST

TOTAL COST

RECEIVED

FEB 16 2001

FINANCIAL CONTROL
DIVISION

Need to encumber funds for Professional services agreement with Philip Environmental for investigation, cleanup and environmental remediation of the Goodwin Treating Plant located in Lea County.
PSA 01-521-07-151.

BUDGET FY 01 DATE 02/15/2001 PAGE 1 OF 1
AGENCY CODE 521 DOCUMENT NUMBER 01-311-005824
TERMS DELIVERY DATE / / FOR

☐ PURCHASE REQUISITION
(Bids must be requested for items over \$500.00)
RECOMMENDED SOURCE & SPECIAL REMARKS:

CONTRACT
Return to: Dianne Martinez

☐ ESTABLISH ☐ RENEWAL NO.

☒ CONTRACT, PRICE AGREEMENT, PURCHASE ORDER
OTHER THAN PROFESSIONAL SERVICE CONTRACTS:
(Approved vendors must be used for items under contract)

C/P# SPD 01-521-07-151 EXPIRES: 09/07/2001

☐ DIRECT PURCHASE ORDER
(only valid for purchases \$500.00 and under)

☐ EXEMPT FROM THE NM PROCUREMENT CODE

☐ PURSUANT TO SECTION N.M.S.A. 1978
EXCLUDED FROM PROCUREMENT THROUGH STATE PURCHASING

☐ PURSUANT TO SECTION N.M.S.A. 1978
FOR ENCUMBERING PURPOSES ONLY

Reason: RECEIVED

APPROVAL 1 DATE 3 16 2001 APPROVAL 2 DATE

APPROVAL 1

UNIT COST 299260.0000 TOTAL COST 299260.00

RECEIVED

FINANCIAL CONTROL DIVISION

0 1

FY

5 2 1

Agency Code

0 7 0 0

Organization Code

0 1 5 1

Contract No.

Amend No.

Vendor Code:

3 4 1 8 5 2 2 3 6

Contractor Name: Philip Environmental Services Corporation

Contractor Address: 4000 Monroe Rd., Farmington, NM 87401

Phone: 505-326-2262

Agency Contact Person: Denise Zindel

Phone: 505-476-3215

Single-Year Contract:

\$ 199,260 Total Contract Amount

Multi-Year Contract:

Check Applicable Year

☐ FY-1

☐ FY-3

☐ FY-2

☐ FY-4

Contract or Amendment Amount:

General Fund \$

Other State Funds \$ 199,260

Federal Funds \$

Total \$ 199,260

Multi-Year Contract:

☐ \$ Total Contract Amount

Contract Term:

From

0 2 - 1 9 - 2 0 0 1

(DFA Approval Date To Be Filled in by Contracts Review Bureau)

To

0 9 - 0 7 - 2 0 0 1

(Termination Date)

Retroactive: Y/N

Date:

Documents Enclosed - Check one or more of the following:

☒ Contract

☒ Purchase Document

☐ Contract Amendment

☐ Purchase Document Modification

☐ Sole Source Determination

☐ Retroactive Justification

☒ Other Field letter

BRIEF DESCRIPTION OF SERVICES

Investigation, clean up and environmental remediation of 4000 Monroe Rd. Farmington, NM.

PROCUREMENT PROCEDURE - Check the applicable citation:

☐ Section 13-1-125 NMSA 1978, small purchase contract (under \$20,000 excluding gross receipts tax).

☐ Section 13-1-98 NMSA 1978, exempt from the procurement code.

☐ Section 13-1-120 NMSA 1978, competitive proposal for architect/engineer/landscape/architect/surveyor.

☒ Section 13-1-111 NMSA 1978, competitive sealed proposal (contract over \$20,000).

☐ Section 13-1-126 NMSA 1978, sole source procurement (requires written determination and DFA approval).

REQUIREMENTS - Enter Y (yes) to certify the following mandatory requirements:

☒ The agency certifies to DFA that all relevant requirements of the Procurement Code have been followed.

☒ The agency certifies to DFA that the contractor will perform at all times as an independent contractor for purposes of IRS tax compliance and is not performing services as an employee of the agency.

☒ The agency certifies to DFA that the agency has performed a legal review and the contract is in compliance with all federal and state laws, rules or regulations.

OTHER REQUIREMENTS - Enter Y (yes), N (no), or N/A (not applicable) to each of the following:

☒ The agency certifies to DFA that the requirements of the Governmental Conduct Act, Section 10-16-1 NMSA 1978 regarding conflict of interest with public officers or state employees have been followed.

☒ The agency certifies to DFA that the contract complies with GSD rules regarding indemnification and insurance.

☒ The agency certifies to DFA that Chief Information Officer approval has been obtained, if applicable.

☒ The agency certifies to DFA that Attorney General review has been obtained because:

☒ Contract is greater than \$200,000 ☐ Contract is with legislator ☐ Contract is with former state employee ☐ Contract is with present employee

☒ The agency certifies to DFA that any required performance bonds have been obtained, Section 13-1-148 NMSA 1978.

Cabinet Secretary, Agency Head or Designee

Title

Date

DFA USE ONLY

Category

Date Logged CRB

1 1

Status

A

Date Received CRB

02/17/01

Amendment Type

Date Resubmitted CRB

1 1

Staff

MT

Date Approved CRB

02/19/01

Status

02/19/01

PURCHASE DOCUMENT

Number

Amount

Date to FCD

Date From FCD

COMMENTS:



NEW MEXICO ENERGY, MINERALS and NATURAL RESOURCES DEPARTMENT

GARY E. JOHNSON

Governor

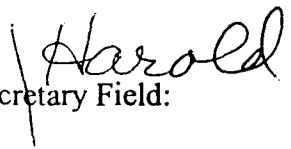
Jennifer A. Salisbury

Cabinet Secretary

February 13, 2001

Harold G. Field, II, Secretary
Department of Finance and Administration
Bataan Memorial Building
Santa Fe, NM 87501

Re: Contract No. 01-521-07-151
Philip Environmental Services Corporation


Dear Secretary Field:

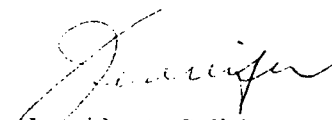
The Energy, Minerals & Natural Resources Department (EMNRD) proposes to enter into a Professional Services Agreement with Philip Environmental Services Corporation for the purpose of investigation, cleanup and environmental remediation of the Goodwin Treating Plant, located in the SW/4 NW/4 of Section 31, Township 18 South, Range 37 East, Lea County, New Mexico. This Agreement, which provides \$299,260 in funding for this service, expires on September 7, 2001.

Funding for this project is provided by the Oil and Gas Reclamation Fund. NMSA 1978, Sections 70-2-37 and 70-2-38, create the "Oil and Gas Reclamation Fund" ("Fund") and provide for the administration of the Fund. Expenditures from the Fund may be used to plug abandoned wells and to restore and remediate abandoned well sites and associated production facilities.

The selection process followed the evaluation process outlined in the Request For Proposal and was based on project approach, plan, experience, references and cost. Philip Environmental Services Corporation had the best overall evaluation score.

Your assistance in this matter is greatly appreciated. If you need additional information, please contact Martyne Kieling, Environmental Geologist, at 476-3488

Sincerely,


Jennifer A. Salisbury

Encl.

Revised 6/98

**STATE OF NEW MEXICO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE
ENERGY, MINERALS AND NATURAL RESOURCES DEPARTMENT
AND
PHILIP ENVIRONMENTAL SERVICES CORPORATION**

THIS AGREEMENT is made and entered into by and between New Mexico Energy, Minerals and Natural Resources Department or its successor agency ("EMNRD") and Philip Environmental Services Corporation, a corporation organized and existing under the laws of the State of Missouri and registered to do business in the State of New Mexico ("the Contractor").

IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

1. Scope of Work.

A. In General. The Contractor shall investigate, clean-up and remediate environmental contamination at the Goodwin Treating Plant site, located in the SW/4 NW/4 of Section 31, Township 18 South, Range 37 East, Lea County, New Mexico, as set forth herein and on Attachment No. 1 (EMNRD's Request for Proposals, dated December 11, 2000, for Investigation, Cleanup and Environmental Remediation of the Goodwin Treating Plant), Attachment No. 2 (the Proposal dated January 31, 2001 of the

Contractor), and Attachment 3 (the Contractor's letter of February 7, 2001 amending its pricing for the services to be provided).

B. Turnkey Work. The Contractor shall perform all the work described in Section V(A) of Attachment No. 1 (paragraphs 1 through 14 inclusive). This work is referred to in the Request for Proposals as the "turnkey" work.

C. Supplemental Work. The Contractor shall, upon specific written request of a person designated by EMNRD as the Procurement Manager for the project, perform supplemental work as detailed in Section V(C) of Attachment 1.

D. Quality of Work. All work shall be performed in a workmanlike manner and shall conform to all applicable statutes, regulations, codes and rules, including those of the EMNRD and the New Mexico Environment Department.

2. Compensation.

A. Upon completion of work previously described as "turnkey work," EMNRD shall pay the Contractor for services rendered to total sum of One Hundred Ninety-nine Thousand, Two-hundred Sixty Dollars (\$ 199,260), which shall include New Mexico Gross receipts taxes, if applicable. Payment of that total amount shall not relieve the Contractor of any unperformed obligations under Paragraph 1(A), 1(B) and 1(D).

B. EMNRD shall pay the Contractor for any supplementary services requested as set forth on Attachment 3 (supplementary services, quote of the Contractor), but shall not exceed the total sum of One Hundred Thousand Dollars (\$100,000) inclusive of New

Mexico Gross Receipts taxes, if applicable.

C. The Contractor may elect to receive a progress payment upon completion of any of the fourteen (14) phases of the "turnkey" portion of the work, as described on Attachment 1, Section V(A), upon completion of the phase for which compensation is requested, but only after certification of the EMNRD Procurement Manager that work has been completed to specifications.

D. The Contractor may elect to receive a progress payment for any supplementary services requested by the EMNRD Procurement Manager, as described in Attachment 1, Section V(C), upon completion of the work requested and after certification of the EMNRD Procurement Manager that work has been completed to specifications.

E. All payments under this Agreement shall be made by EMNRD upon receipt of a detailed and certified statement evidencing to the satisfaction of EMNRD the propriety of any requested payment. The Contractor shall not be entitled to receive any payments hereunder unless supported by appropriate billing statements and documentation.

F. Within fifteen (15) days after the date EMNRD receives written notice from the Contractor that payment is requested for services or items of tangible personal property delivered on site and received, EMNRD shall issue a written certification of complete or partial acceptance or rejection of the services or items of tangible personal property. If EMNRD finds that the services or items of tangible personal property are not

acceptable, it shall, within thirty (30) days after the date of receipt of written notice from the Contractor that payment is requested, provide to the Contractor a letter of exception explaining the defect or objection to the services or delivered tangible personal property along with details of how the Contractor may proceed to provide remedial action. Upon certification by EMNRD that the services or items of tangible personal property have been received and accepted, payment shall be tendered to the Contractor within thirty days after the date of certification. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. After the thirtieth day from the date that written certification of acceptance is issued, late payment charges shall be paid on the unpaid balance due on the contract to the Contractor at the rate of 1% per month.

3. Contract Documents. The contract shall consist of the following documents: (1) this Agreement; (2) Attachment No. 1 (EMNRD's Request for Proposals, dated December 11, 2000, for Investigation, Cleanup and Environmental Remediation of the Goodwin Treating Plant); (3) Attachment No. 2 (the proposal of Phillips Environmental Services Corporation, dated January 31, 2001); and (4) Attachment No. 3 (the Contractor's letter of February 7, 2001 amending its pricing for the services). Where ambiguities or conflicts exist between these documents, they shall be interpreted and given effect in the order listed.

4. Term. **THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL
APPROVED BY THE NEW MEXICO DEPARTMENT OF FINANCE AND**

ADMINISTRATION (DFA). This Agreement shall expire on September 7, 2001, unless earlier terminated pursuant to Paragraph 5, below.

5. Termination. This Agreement may be terminated by either party upon written notice delivered to the other at least thirty (30) days prior to the intended date of termination. By such termination, neither party may nullify obligations or duties incurred prior to the date of termination. THE PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE OTHER LEGAL RIGHTS AND REMEDIES AFFORDED THE STATE IN SUCH CIRCUMSTANCES AS CONTRACTOR'S DEFAULT/BREACH OF CONTRACT.

6. Suspension of Work. Work under this Agreement may be suspended at any time in the discretion of EMNRD if conditions at the site so dictate.

7. Status of the Contractor. The Contractor and its agents and employees are independent contractors performing professional services for EMNRD and are not employees of EMNRD. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of state vehicles, or any other benefit afforded to employees of EMNRD by virtue of this Agreement.

8. Assignment. The Contractor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without prior written approval from EMNRD.

9. Subcontracting. The Contractor shall not subcontract any portion of the services to be performed under this Agreement or obligate itself in any manner to any third party,

with respect to any rights or responsibilities under this Agreement, without the prior written approval from EMNRD.

10. Records and Audit. The Contractor shall maintain detailed time records that indicate the date, time and nature of services rendered. These records shall be maintained and available within the State of New Mexico if the Contractor has an office within the State; otherwise, the Contractor shall make such records available to EMNRD within 30 days upon request by EMNRD. The Contractor shall permit any authorized representative of EMNRD, DFA, the New Mexico State Auditor to inspect and audit all data and records of the Contractor relating to performance under this Agreement for three (3) years after final payment has been made. The Contractor further agrees to include in all subcontracts hereunder the same right of inspection and audit against all subcontractors. Payment under this Agreement shall not foreclose the right of EMNRD to recover incorrect, excessive or illegal payments. The periods of inspection and audit may be extended for records that relate to litigation or settlement of claims arising out of performance of this Agreement.

11. Appropriations. The terms of this Agreement are contingent upon sufficient appropriation and authorization being granted by the New Mexico State Legislature. If sufficient appropriation or authorization is not granted, this Agreement shall terminate upon written notice from EMNRD to the Contractor. EMNRD's decision as to whether sufficient appropriations are available shall be final, binding, and accepted by the

Contractor.

12. Release. The Contractor, upon final payment of all amounts due under this Agreement, releases EMNRD and its officers and employees from all liabilities, claims and obligations whatsoever arising from or under this Agreement. The Contractor agrees not to purport to bind the State of New Mexico to any obligation not assumed herein, without express written authority from EMNRD, and then only within the strict limits of that written authority.

13. Confidentiality. Any confidential information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made available by the Contractor to any individual or organization without prior written.

14. Product of Services: Copyright. All materials developed or acquired by the Contractor under this Agreement shall become the property of the State of New Mexico and shall be delivered to EMNRD not later than the expiration date of this Agreement. Nothing produced, in whole or in part, by the Contractor under this Agreement shall be the subject of an application for copyright by or on behalf of the Contractor.

15. Conflict of Interest. The Contractor warrants that it presently has no interest in and that it shall not acquire any interest, direct or indirect, which would conflict in any manner with performance under this Agreement.

16. Amendment. This Agreement shall not be changed or amended except by written instrument executed by the parties.

17. Waiver. No waiver of any breach of this Agreement or any of the terms or conditions hereof shall be a waiver of any other or subsequent breach; no waiver shall be valid or binding unless the same be in writing and signed by the party alleged to have granted the waiver.

18. Merger. This Agreement incorporates all the covenants and understandings between the parties hereto concerning the subject matter hereof, and all such covenants and understandings have been merged into this written Agreement. No other assurance, verbal or otherwise shall be valid or enforceable except as embodied in this Agreement.

19. Compliance with Funding Source Conditions. The Contractor shall comply with all applicable state and federal statutes, rules and regulations imposed as a consequence of funding pursuant to this Agreement.

20. Equal Opportunity Compliance. The Contractor agrees to abide by all federal and state laws and regulations pertaining to equal employment opportunity. In accordance with those laws and all regulations issued pursuant thereto, the Contractor agrees that no person in the United States shall, on the grounds of race, color, national origin, sex, age or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If the Contractor is found to be not in compliance with these requirements during the life of this Agreement, the Contractor agrees to take appropriate steps to correct those deficiencies.

21. Procurement, Utilization and Disposition of Property. If upon termination of this Agreement the Contractor has any property in its possession belonging to EMNRD, the Contractor shall account for the property and dispose of it as directed by EMNRD. Reports of property acquired shall be made to EMNRD within one (1) month following such acquisition.

22. Minimum Wage Rate. If applicable, the Contractor shall comply with minimum wage rates as established by the New Mexico Labor and Industrial Commission, and with all other applicable requirements of that Commission, including posting of the wage rates in a prominent location on the site of hiring for and performance of this Agreement.

23. Hold Harmless Agreement. The Contractor shall defend, indemnify and hold EMNRD, the State of New Mexico, its officers and employees harmless from all actions, proceedings, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of this Agreement or any amendment hereto in the proportion that the tortious act or omission of the Contractor, its officers, employees, servants or agents has caused such liability. Nothing in this Agreement shall be deemed to be a waiver by the State of New Mexico of the provisions of the Tort Claims Act, NMSA 1978, Sections 41-4-1, et seq.

24. Duty to Insure.

A. During the term of this Agreement and any amendment hereto, the Contractor shall maintain in force a policy or policies of insurance providing:

1) Comprehensive performance liability protection covering contractual liability which may arise under this Agreement and any amendment hereto. Such insurance policy or policies shall name the State of New Mexico and EMNRD as co-insured or as principal beneficiaries.

2) Worker's Compensation protection which complies with the requirements of the New Mexico Worker's Compensation Act, NMSA 1978, Sections 52-1-1 et seq., if applicable.

3) Comprehensive public liability protection covering property damage and personal injury liability which may arise under this Agreement and any amendment hereto, in amounts equal to or greater than liability limits set forth in NMSA 1978, Section 41-4-19, as may be amended from time to time. Such policy or policies shall name the State of New Mexico and EMNRD as co-insured or as principal beneficiaries.

B. The Contractor shall provide EMNRD with proof of coverage evidencing compliance with this Section within a reasonable time of execution of this agreement. The Contractor shall not commence any work under this agreement until the required insurance coverage is obtained. The Contractor shall notify EMNRD ten (10) days before

cancellation or expiration of any required Workers' Compensation or contractual or public liability insurance coverage.

25. Attorneys' Fees and Costs. The Contractor agrees that if it is found by a court of competent jurisdiction to have breached this Agreement, or any amendments hereto, or to have committed any tortious act relating to the scope of this Agreement, EMNRD may recover from the Contractor reasonable attorneys' fees and costs in connection with litigation brought to obtain such judicial determination.

26. Criminal and Civil Liability. The New Mexico Procurement Code, NMSA 1978, Sections 13-1-28 through 199, imposes criminal and civil penalties for its violation. New Mexico criminal statutes further impose felony penalties for payments of illegal bribes, gratuities or kickbacks.

26. Applicable Law. The laws of the State of New Mexico shall govern this Agreement.

IN WITNESS WHEREOF, the parties hereto have herein below executed this

Agreement.

FOR:

STATE OF NEW MEXICO
ENERGY, MINERALS and NATURAL
RESOURCES DEPARTMENT

By: 

Date: 2/14/01

FOR:

PHILIP ENVIRONMENTAL
SERVICES CORP.

By: 

(Authorized Repr./Title)

FED. I.D. # 341852236

Date: February 12, 2001

FOR:

STATE OF NEW MEXICO
DEPARTMENT OF FINANCE AND
ADMINISTRATION

By: 

(State Contracts Officer)

Date: 2-19-01

FOR:

STATE OF NEW MEXICO
ATTORNEY GENERAL

as to form & legal sufficiency.

By:



(Assistant Attorney General)

Date:

2-15-01

The records of the Taxation and Revenue Department reflect that the Contractor is registered with the Taxation and Revenue Department of the State of New Mexico to pay gross receipts and compensating taxes.

FOR:

**STATE OF NEW MEXICO
TAXATION AND REVENUE DEPARTMENT**

I.D. No.: _02156848000_

By: Julio Rico

Date: 2/12/01

Revised 6/98

**STATE OF NEW MEXICO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE
ENERGY, MINERALS AND NATURAL RESOURCES DEPARTMENT
AND
PHILIP ENVIRONMENTAL SERVICES CORPORATION**

THIS AGREEMENT is made and entered into by and between New Mexico Energy, Minerals and Natural Resources Department or its successor agency ("EMNRD") and Philip Environmental Services Corporation, a corporation organized and existing under the laws of the State of Missouri and registered to do business in the State of New Mexico ("the Contractor").

IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

1. Scope of Work.

A. In General. The Contractor shall investigate, clean-up and remediate environmental contamination at the Goodwin Treating Plant site, located in the SW/4 NW/4 of Section 31, Township 18 South, Range 37 East, Lea County, New Mexico, as set forth herein and on Attachment No. 1 (EMNRD's Request for Proposals, dated December 11, 2000, for Investigation, Cleanup and Environmental Remediation of the Goodwin Treating Plant), Attachment No. 2 (the Proposal dated January 31, 2001 of the

Contract

Contractor), and Attachment 3 (the Contractor's letter of February 7, 2001 amending its pricing for the services to be provided).

B. Turnkey Work. The Contractor shall perform all the work described in Section V(A) of Attachment No. 1 (paragraphs 1 through 14 inclusive). This work is referred to in the Request for Proposals as the "turnkey" work.

C. Supplemental Work. The Contractor shall, upon specific written request of a person designated by EMNRD as the Procurement Manager for the project, perform supplemental work as detailed in Section V(C) of Attachment 1.

D. Quality of Work. All work shall be performed in a workmanlike manner and shall conform to all applicable statutes, regulations, codes and rules, including those of the EMNRD and the New Mexico Environment Department.

2. Compensation.

A. Upon completion of work previously described as "turnkey work," EMNRD shall pay the Contractor for services rendered to total sum of One Hundred Ninety-nine Thousand, Two-hundred Sixty Dollars (\$ 199,260), which shall include New Mexico Gross receipts taxes, if applicable. Payment of that total amount shall not relieve the Contractor of any unperformed obligations under Paragraph 1(A), 1(B) and 1(D).

B. EMNRD shall pay the Contractor for any supplementary services requested as set forth on Attachment 3 (supplementary services, quote of the Contractor), but shall not exceed the total sum of One Hundred Thousand Dollars (\$100,000) inclusive of New

Mexico Gross Receipts taxes, if applicable.

C. The Contractor may elect to receive a progress payment upon completion of any of the fourteen (14) phases of the "turnkey" portion of the work, as described on Attachment 1, Section V(A), upon completion of the phase for which compensation is requested, but only after certification of the EMNRD Procurement Manager that work has been completed to specifications.

D. The Contractor may elect to receive a progress payment for any supplementary services requested by the EMNRD Procurement Manager, as described in Attachment 1, Section V(C), upon completion of the work requested and after certification of the EMNRD Procurement Manager that work has been completed to specifications.

E. All payments under this Agreement shall be made by EMNRD upon receipt of a detailed and certified statement evidencing to the satisfaction of EMNRD the propriety of any requested payment. The Contractor shall not be entitled to receive any payments hereunder unless supported by appropriate billing statements and documentation.

F. Within fifteen (15) days after the date EMNRD receives written notice from the Contractor that payment is requested for services or items of tangible personal property delivered on site and received, EMNRD shall issue a written certification of complete or partial acceptance or rejection of the services or items of tangible personal property. If EMNRD finds that the services or items of tangible personal property are not

acceptable, it shall, within thirty (30) days after the date of receipt of written notice from the Contractor that payment is requested, provide to the Contractor a letter of exception explaining the defect or objection to the services or delivered tangible personal property along with details of how the Contractor may proceed to provide remedial action. Upon certification by EMNRD that the services or items of tangible personal property have been received and accepted, payment shall be tendered to the Contractor within thirty days after the date of certification. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. After the thirtieth day from the date that written certification of acceptance is issued, late payment charges shall be paid on the unpaid balance due on the contract to the Contractor at the rate of 1% per month.

3. Contract Documents. The contract shall consist of the following documents: (1) this Agreement; (2) Attachment No. 1 (EMNRD's Request for Proposals, dated December 11, 2000, for Investigation, Cleanup and Environmental Remediation of the Goodwin Treating Plant); (3) Attachment No. 2 (the proposal of Phillips Environmental Services Corporation, dated January 31, 2001); and (4) Attachment No. 3 (the Contractor's letter of February 7, 2001 amending its pricing for the services). Where ambiguities or conflicts exist between these documents, they shall be interpreted and given effect in the order listed.

4. Term. **THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL
APPROVED BY THE NEW MEXICO DEPARTMENT OF FINANCE AND**

ADMINISTRATION (DFA). This Agreement shall expire on September 7, 2001, unless earlier terminated pursuant to Paragraph 5, below.

5. Termination. This Agreement may be terminated by either party upon written notice delivered to the other at least thirty (30) days prior to the intended date of termination. By such termination, neither party may nullify obligations or duties incurred prior to the date of termination. THE PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE OTHER LEGAL RIGHTS AND REMEDIES AFFORDED THE STATE IN SUCH CIRCUMSTANCES AS CONTRACTOR'S DEFAULT/BREACH OF CONTRACT.

6. Suspension of Work. Work under this Agreement may be suspended at any time in the discretion of EMNRD if conditions at the site so dictate.

7. Status of the Contractor. The Contractor and its agents and employees are independent contractors performing professional services for EMNRD and are not employees of EMNRD. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of state vehicles, or any other benefit afforded to employees of EMNRD by virtue of this Agreement.

8. Assignment. The Contractor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without prior written approval from EMNRD.

9. Subcontracting. The Contractor shall not subcontract any portion of the services to be performed under this Agreement or obligate itself in any manner to any third party,

with respect to any rights or responsibilities under this Agreement, without the prior written approval from EMNRD.

10. Records and Audit. The Contractor shall maintain detailed time records that indicate the date, time and nature of services rendered. These records shall be maintained and available within the State of New Mexico if the Contractor has an office within the State; otherwise, the Contractor shall make such records available to EMNRD within 30 days upon request by EMNRD. The Contractor shall permit any authorized representative of EMNRD, DFA, the New Mexico State Auditor to inspect and audit all data and records of the Contractor relating to performance under this Agreement for three (3) years after final payment has been made. The Contractor further agrees to include in all subcontracts hereunder the same right of inspection and audit against all subcontractors. Payment under this Agreement shall not foreclose the right of EMNRD to recover incorrect, excessive or illegal payments. The periods of inspection and audit may be extended for records that relate to litigation or settlement of claims arising out of performance of this Agreement.

11. Appropriations. The terms of this Agreement are contingent upon sufficient appropriation and authorization being granted by the New Mexico State Legislature. If sufficient appropriation or authorization is not granted, this Agreement shall terminate upon written notice from EMNRD to the Contractor. EMNRD's decision as to whether sufficient appropriations are available shall be final, binding, and accepted by the

Contractor.

12. Release. The Contractor, upon final payment of all amounts due under this Agreement, releases EMNRD and its officers and employees from all liabilities, claims and obligations whatsoever arising from or under this Agreement. The Contractor agrees not to purport to bind the State of New Mexico to any obligation not assumed herein, without express written authority from EMNRD, and then only within the strict limits of that written authority.

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14. Product of Services; Copyright. All materials developed or acquired by the Contractor under this Agreement shall become the property of the State of New Mexico and shall be delivered to EMNRD not later than the expiration date of this Agreement. Nothing produced, in whole or in part, by the Contractor under this Agreement shall be the subject of an application for copyright by or on behalf of the Contractor.

15. Conflict of Interest. The Contractor warrants that it presently has no interest in and that it shall not acquire any interest, direct or indirect, which would conflict in any manner with performance under this Agreement.

16. Amendment. This Agreement shall not be changed or amended except by written instrument executed by the parties.

17. Waiver. No waiver of any breach of this Agreement or any of the terms or conditions hereof shall be a waiver of any other or subsequent breach; no waiver shall be valid or binding unless the same be in writing and signed by the party alleged to have granted the waiver.

18. Merger. This Agreement incorporates all the covenants and understandings between the parties hereto concerning the subject matter hereof, and all such covenants and understandings have been merged into this written Agreement. No other assurance, verbal or otherwise shall be valid or enforceable except as embodied in this Agreement.

19. Compliance with Funding Source Conditions. The Contractor shall comply with all applicable state and federal statutes, rules and regulations imposed as a consequence of funding pursuant to this Agreement.

20. Equal Opportunity Compliance. The Contractor agrees to abide by all federal and state laws and regulations pertaining to equal employment opportunity. In accordance with those laws and all regulations issued pursuant thereto, the Contractor agrees that no person in the United States shall, on the grounds of race, color, national origin, sex, age or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If the Contractor is found to be not in compliance with these requirements during the life of this Agreement, the Contractor agrees to take appropriate steps to correct those deficiencies.

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23. Hold Harmless Agreement. The Contractor shall defend, indemnify and hold EMNRD, the State of New Mexico, its officers and employees harmless from all actions, proceedings, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of this Agreement or any amendment hereto in the proportion that the tortious act or omission of the Contractor, its officers, employees, servants or agents has caused such liability. Nothing in this Agreement shall be deemed to be a waiver by the State of New Mexico of the provisions of the Tort Claims Act, NMSA 1978, Sections 41-4-1, et seq.

24. Duty to Insure.

A. During the term of this Agreement and any amendment hereto, the Contractor shall maintain in force a policy or policies of insurance providing:

1) Comprehensive performance liability protection covering contractual liability which may arise under this Agreement and any amendment hereto. Such insurance policy or policies shall name the State of New Mexico and EMNRD as co-insured or as principal beneficiaries.

2) Worker's Compensation protection which complies with the requirements of the New Mexico Worker's Compensation Act, NMSA 1978, Sections 52-1-1 et seq., if applicable.

3) Comprehensive public liability protection covering property damage and personal injury liability which may arise under this Agreement and any amendment hereto, in amounts equal to or greater than liability limits set forth in NMSA 1978, Section 41-4-19, as may be amended from time to time. Such policy or policies shall name the State of New Mexico and EMNRD as co-insured or as principal beneficiaries.

B. The Contractor shall provide EMNRD with proof of coverage evidencing compliance with this Section within a reasonable time of execution of this agreement. The Contractor shall not commence any work under this agreement until the required insurance coverage is obtained. The Contractor shall notify EMNRD ten (10) days before

cancellation or expiration of any required Workers' Compensation or contractual or public liability insurance coverage.

25. Attorneys' Fees and Costs. The Contractor agrees that if it is found by a court of competent jurisdiction to have breached this Agreement, or any amendments hereto, or to have committed any tortious act relating to the scope of this Agreement, EMNRD may recover from the Contractor reasonable attorneys' fees and costs in connection with litigation brought to obtain such judicial determination.

26. Criminal and Civil Liability. The New Mexico Procurement Code, NMSA 1978, Sections 13-1-28 through 199, imposes criminal and civil penalties for its violation. New Mexico criminal statutes further impose felony penalties for payments of illegal bribes, gratuities or kickbacks.

26. Applicable Law. The laws of the State of New Mexico shall govern this Agreement.

IN WITNESS WHEREOF, the parties hereto have herein below executed this
Agreement.

FOR:

**STATE OF NEW MEXICO
ENERGY, MINERALS and NATURAL
RESOURCES DEPARTMENT**

By: _____

Date: _____

FOR:

**STATE OF NEW MEXICO
DEPARTMENT OF FINANCE AND
ADMINISTRATION**

By: _____
(State Contracts Officer)

Date: _____

FOR:

**PHILIP ENVIRONMENTAL
SERVICES CORP.**

By: _____
(Authorized Repr./Title)

FED. I.D. # _____

Date: _____

FOR:

**STATE OF NEW MEXICO
ATTORNEY GENERAL**

By: _____
(Assistant Attorney General)

Date: _____

FOR:

**STATE OF NEW MEXICO
ATTORNEY GENERAL**

By: _____
(Assistant Attorney General)

Date: _____

FOR:

**STATE OF NEW MEXICO
ATTORNEY GENERAL**

By: _____
(Assistant Attorney General)

Date: _____

FOR:

**STATE OF NEW MEXICO
ATTORNEY GENERAL**

By: _____
(Assistant Attorney General)

Date: _____

FOR:

**STATE OF NEW MEXICO
ATTORNEY GENERAL**

By: _____
(Assistant Attorney General)

Date: _____

The records of the Taxation and Revenue Department reflect that the Contractor is registered with the Taxation and Revenue Department of the State of New Mexico to pay gross receipts and compensating taxes.

FOR:

**STATE OF NEW MEXICO
TAXATION AND REVENUE DEPARTMENT**

I.D. No.:_02156848000_

By:_____

Date:_____

REQUEST FOR PROPOSALS

STATE OF NEW MEXICO

ENERGY, MINERALS AND NATURAL RESOURCES DEPARTMENT

NEW MEXICO OIL CONSERVATION DIVISION

INVESTIGATION, CLEANUP AND ENVIRONMENTAL REMEDIATION
OF THE GOODWIN TREATING PLANT

DECEMBER 11, 2000

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I. INTRODUCTION

A. PURPOSE OF THIS REQUEST FOR PROPOSALS

The State of New Mexico's Oil Conservation Division of the Energy, Minerals and Natural Resources Department (EMNRD-OCD) is requesting proposals for investigation, cleanup and environmental remediation of a site known as the Goodwin Treating Plant. Copies of the Phase I Investigation Report, facility map, and photos may be obtained by contacting the Procurement Manager identified in Section I, Paragraph D.

B. SUMMARY SCOPE OF WORK

The contractor shall perform the work necessary to properly remove equipment and surface contamination, investigate the extent of subsurface soil and ground-water contamination, and remediate/restore the facility site in accordance with the rules of the EMNRD-OCD. The Goodwin Treating Plant is located in the SW/4 NW/4 of Section 31, Township 18 South, Range 37 East, Lea County, New Mexico.

C. SCOPE OF PROCUREMENT

The scope of the procurement includes, but is not limited to:

1. the demolition of all buildings and foundations;
2. the removal of all tanks, equipment, material, trash and junk from the location and recycle/disposal in a manner approved by the EMNRD-OCD;
3. the removal of all oilfield products or wastes at the site and recycle/disposal at an EMNRD-OCD-approved facility; and
4. the installation of one ground-water monitoring well.

D. PROCUREMENT MANAGER

EMNRD-OCD has designated a Procurement Manager who is responsible for the conduct of this procurement whose name, address and telephone number are listed below.

This address is valid until January 12, 2001

Martyne J. Kieling
New Mexico Oil Conservation Division
2040 South Pacheco
Santa Fe, New Mexico 87505
Phone: 505-827-7153
Fax: 505-827-8177

New address effective January 12, 2001

Martyne J. Kieling
New Mexico Oil Conservation Division
1220 S. Saint Frances
Santa Fe, New Mexico 87505
Phone: 505-476-3440
Fax: 505-476-3462

All deliveries via express carrier should be addressed as above. Any inquiries or requests regarding this procurement should be submitted to the Procurement Manager in writing.

Offerors may contact ONLY the Procurement Manager regarding the procurement. Other state employees do not have the authority to respond on behalf of the Agency.

E. BACKGROUND INFORMATION

The Goodwin Treating Plant was closed, by order of the EMNRD-OCD, on March 26, 1996. The plant was inactive for a period in excess of six consecutive months prior to that date.

On October 2000, a Phase I Investigation was conducted to determine the presence or absence of asbestos and naturally occurring radioactive material (NORM). Insulation samples were negative for asbestos. However, tank bottoms in tank number 112 contained 47.28 pCi/gm of Ra-226. The investigation also provided an estimate of the volume and type of waste, whether solid or liquid, within each tank. The cleanup and environmental remediation is necessary to protect water and the environment in general.

II. CONDITIONS GOVERNING THE PROCUREMENT

The EMNRD-OCD requires that all offerors agree to be bound by the requirements contained in this RFP. Any offeror concerns must be promptly brought to the attention of the Procurement Manager.

A. GENERAL REQUIREMENTS

1. Prime Contractor Responsibility

Any contract that results from this RFP will specify that the prime contractor is solely responsible for fulfillment of the contract with the EMNRD-OCD. The EMNRD-OCD will make contract payments only to the prime contractor.

2. Subcontractors

Use of subcontractors must be clearly explained in the proposal, and subcontractors must be identified by name. The prime contractor shall be wholly responsible for the entire performance whether or not subcontractors are used.

3. Offerors' Rights to Withdraw Proposal

Offerors will be allowed to withdraw their proposals at any time prior to the deadline for receipt of proposals. The offeror must submit a written withdrawal

request signed by the offeror's duly authorized representative addressed to the Procurement Manager.

4. Proposal Offer Firm

Responses to this RFP, including proposal prices, will be considered firm for ninety (90) days after the due date for receipt of proposals or sixty (60) days after receipt of a best and final offer if one is submitted.

5. Disclosure of Proposal Contents

The proposals will be kept confidential until a contract is awarded. At that time, all proposals and documents pertaining to the proposals will be open to the public, except for the material that is proprietary or confidential. The Procurement Manager will not disclose or make public any pages of a proposal on which the offeror has stamped or imprinted "proprietary" or "confidential" subject to the following requirements.

Proprietary or confidential data shall be readily separable from the proposal to facilitate eventual public inspection of the nonconfidential portion of the proposal. Confidential data is normally restricted to confidential financial information concerning the offeror's organization and data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act, Sections 57-3A-1 to 57-3A-7 NMSA 1978. The price of products offered or the cost of services proposed shall not be designated as proprietary or confidential information.

If a request is received for disclosure of data for which an offeror has made a written request for confidentiality, the State Purchasing Agent shall examine the offeror's request and make a written determination that specifies which portions of the proposal should be disclosed. Unless the offeror takes legal action to prevent the disclosure, the proposal will be so disclosed. The proposal shall be open to public inspection subject to any continuing prohibition on the disclosure of confidential data.

6. No Obligation

This procurement in no manner obligates the State of New Mexico or any of its agencies to the eventual rental, lease, purchase, etc., of any equipment or services

offered until a valid written contract is awarded and approved by required authorities.

7. Termination

This RFP may be canceled at any time and any and all proposals may be rejected in whole or in part when the EMNRD-OCD determines such action to be in the best interest of the State of New Mexico.

8. Sufficient Appropriation

Any contract awarded as a result of this RFP process may be terminated if sufficient appropriations or authorizations do not exist. Sending written notice to the contractor will effect such termination. The EMNRD-OCD's decision as to whether sufficient appropriations and authorizations are available will be accepted by the contractor as final and binding.

9. Legal Review

The EMNRD-OCD requires that all offerors agree to be bound by the requirements contained in this RFP. Any offeror concerns must be promptly brought to the attention of the Procurement Manager.

10. Governing Law

The laws of the State of New Mexico shall govern this procurement and any agreement with offerors that may result.

11. Basis for Proposal

Only information supplied by the EMNRD-OCD in writing through the Procurement Manager or in this RFP should be used as the basis for the preparation of proposals.

12. Contract Terms and Conditions

The contract between the EMNRD-OCD and a contractor will follow a format specified by the EMNRD-OCD. However, the EMNRD-OCD reserves the right to

negotiate with a successful offeror provisions in addition to those contained in this RFP. The contents of this RFP, as revised or supplemented, and the successful offeror's proposal will be incorporated into and become part of the contract.

Should an offeror object to any of the EMNRD-OCD's terms and conditions, that offeror must propose specific alternative language. The EMNRD-OCD may or may not accept the alternative language. General references to the offeror's terms and conditions or attempts at complete substitutions are not acceptable to the EMNRD-OCD and will result in disqualification of the offeror's proposal.

Offerors must provide a brief discussion of the purpose and impact, if any, of each proposed change followed by the specific proposed alternate wording.

13. Offeror's Terms and Conditions

Offerors must submit with the proposal a complete set of any additional terms and conditions which they suggest be included in a contract negotiated with the EMNRD-OCD.

14. Contract Deviations

Any additional terms and conditions, which may be the subject of negotiation, will be discussed only between the EMNRD-OCD and the selected offeror.

15. Offeror Qualifications

An evaluation committee, designated by the EMNRD-OCD, may make such investigations as necessary to determine the ability of the offeror to adhere to the requirements specified within this RFP. The Evaluation Committee will reject the proposal of any offeror who is not a responsible offeror or fails to submit a responsive offer as defined in Sections 13-1-83 and 13-1-85 NMSA 1978.

16. Right to Waive Minor Irregularities

The Evaluation Committee reserves the right to waive minor irregularities. The Evaluation Committee also reserves the right to waive mandatory requirements provided that all of the otherwise responsive proposals failed to meet the same mandatory requirements and doing so does not otherwise materially affect the procurement. This right is at the sole discretion of the Evaluation Committee.

17. Change in Contractor Representatives

The EMNRD-OCD reserves the right to request a change in contractor representatives if the assigned representatives are not, in the opinion of the EMNRD-OCD, meeting its needs adequately.

B. SEQUENCE OF EVENTS

<u>Action</u>	<u>Responsibility</u>	<u>Date</u>
1. Issue RFP	EMNRD-OCD	December, 2000
2. Site Tour	EMNRD-OCD	January 4, 2001
3. Proposal due date	Offeror	January 31, 2001, 5:00 p.m. MST
4. Proposal evaluations	EMNRD-OCD	February 7, 2001
5. Selection of contractor	EMNRD-OCD	February 9, 2001
6. Contract effective	EMNMD-OCD	On or about February 23, 2001 but not prior to approval by the Department of Finance and Admin.
7. Begin contract work	Contractor	On effective date of contract
8. Project termination	EMNRD-OCD	September 1, 2001

III. RESPONSE FORMAT AND ORGANIZATION

A. NUMBER OF RESPONCES

Offerors shall submit only one proposal.

B. NUMBER OF COPIES

Three copies of the proposals must be received at the EMNRD-OCD office specified in Section I, Paragraph D no later than January 31, 2001, 5:00 p.m. Mountain Standard Time. No offers will be accepted after the deadline. No offers sent to EMNRD-OCD by facsimile transmission will be considered responsive.

C. PROPOSAL ORGANIZATION

The proposal must be organized and indexed in the following format and must contain, as a minimum, all listed items in the sequence indicated.

1. letter of transmittal
2. proposal summary
3. response to technical specifications
4. response to business specifications
5. offer amount including technical specifications by item, total turnkey cost and supplemental rates
6. offeror's additional terms and conditions
7. other supporting material (optional)

Any proposal that does not adhere to these requirements may be deemed non-responsive and rejected on that basis.

The proposal summary may be included by offerors to provide the Evaluation Committee with an overview of the technical and business features of the proposal; however, this material will not be used in the evaluation process unless specifically referenced from other portions of the offeror's proposal.

Offerors may attach other materials that they think may improve the quality of their responses. However, these materials should be included as items in a separate appendix.

D. LETTER OF TRANSMITTAL

Each proposal must be accompanied by a letter of transmittal. The letter of transmittal MUST:

1. identify the submitting organization;
2. identify the name and title of the person authorized by the organization to contractually obligate the organization;
3. identify the name, title and telephone number of the person authorized to negotiate the contract on behalf of the organization;
4. identify the names, titles and telephone numbers of persons to be contacted for clarification;
5. explicitly indicate acceptance of the Conditions Governing the Procurement stated in Section II;
6. be signed by the person authorized to obligate the organization by contract; and
7. acknowledge receipt of any and all amendments to this RFP.

IV FACILITY SITE INFORMATION

A. GENERAL SITE INFORMATION

The former Petro-Thermo Corporation's Goodwin Treating Plant facility is located in SW/4 NW/4 Section 31, Township 18 South, Range 37 East, NMPM Lea County, New Mexico. The State of New Mexico owns the surface. The facility consist of 23 tanks each with a buried drum or wooden box sump, two large insulated treaters, 6 empty drums, burred pipes, an emergency overflow pit, a pile of tank-bottoms and associated equipment and trash including pipe, tires, catwalks, pump and motor. Utilities to be considered include power pole with transformer, junction box and a possible buried gas line. Depth to ground water has been estimated at 45 to 60 feet. The local ground water gradient is estimated to be toward the southeast.

On October 2000, a Phase I Investigation was conducted to determine the presents or absence of asbestos and naturally occurring radioactive material (NORM). Insulation samples were negative for asbestos. However, tank bottoms in tank 112 contained 47.28 pCi/gm of Ra-226. The EMNRD-OCD recognizes that additional NORM waste may be present at the site. The investigation also provided an estimate of the volume and type of waste, within each tank, Section IV, Paragraph B. Liquid from tanks that were accessible were tested on site to determine recyclable potential. Field test results suggest no recyclable hydrocarbons in the liquids. An estimate for the waste type and volume within the north and south treaters has not been determined. A rough estimate of contaminated soils in the on site soil/tank bottom pile and around the tanks is estimated to be 1450 cubic yards.

B. EQUIPMENT ON SITE

<u>TANK #</u>	<u>SIZE / TYPE</u>	<u>LIQUIDS (bbls)</u>	<u>SOLIDS (feet)</u>
1	500 bbl redwood	none	empty
101	500 bbl steel bolted	none	1.6
102	500 bbl steel bolted	none	1.7
103	500 bbl steel bolted	none	0.6
104	500 bbl steel bolted	none	2.2
105	500 bbl steel bolted	40	0.0
106	500 bbl steel bolted	15	1.6
107	500 bbl steel bolted	none	0.5
108	500 bbl steel bolted	70	1.0
109	500 bbl steel bolted	132	0.6
110	500 bbl steel bolted	none	6.6

111	500 bbl redwood	225	9.0
112	500 bbl redwood NORM	none	5.0 NORM
113	500 bbl steel bolted gun barrel	218	6.6
114	500 bbl redwood	210	9.0
115	200 bbl redwood	40	0.0
116	200 bbl redwood	115	1.0
117	200 bbl redwood	176	0.0
118	500 bbl redwood	311	0.6
120	1000 bbl steel bolted	none	empty
121	500 bbl redwood	232	1.0
122	poly (acid)	none	empty
123	10,000 gal welded horizontal	none	empty
South treater	Large non-asbestos insulation	unknown	unknown
North treater	Large non-asbestos insulation	unknown	unknown

<u>ITEM</u>	<u>APPROXIMATE DIMENSIONS</u>
Facility	350 feet x 350 feet
Emergency pit	60 feet x 60 feet
Tank-bottom pile	30 feet x 26 feet x 2 feet

C. ADDITIONAL SITE INFORMATION

Copies of facility photos and the Phase I Investigation Report with analysis and site map are available upon request.

V. SPECIFICATIONS

A. TECHNICAL SPECIFICATIONS

The contractor shall:

1. Investigate extent of total petroleum hydrocarbons (TPH), benzene, toluene, ethylbenzene, xylene (BTEX), and chloride within the emergency overflow pit. Samples will be taken at 3-5 feet below ground surface (bgs) and then at 10 foot intervals. Field photo ionization detector (PID) measurements will be used as a screening tool. A sample from each interval will be sent for laboratory chloride analysis. A minimum of one sample from the 3-5 foot interval, one sample from the highest PID sample location and one bottom hole sample will be sent for laboratory analysis to confirm the concentration and extent of TPH, and BTEX.

Note: Offeror will base the turnkey cost on an air rotary drill rig and one 60 foot well.

2. Complete the borehole as a 2-inch ground water monitor well. The well completion will be as follows:
 - a. At least 15 feet of well screen shall be placed across the water table interface with 5 feet of the well screen above the water table and 10 feet of the well screen below the water table.
 - b. An appropriately sized gravel pack shall be set in the annulus around the well screen from the bottom of the hole to 2-3 feet above the top of the well screen.
 - c. A 2-3 foot bentonite plug shall be placed above the gravel pack.
 - d. The remainder of the hole shall be grouted to the surface with cement containing 3-5% bentonite.
 - e. A concrete pad and locking well cover shall be placed around the well at the surface.
 - f. The well shall be developed after construction using EPA approved procedures.
3. Sample the ground water no less than 24 hours after the well is developed. The ground water from the monitor well must be purged, sampled and analyzed for concentrations of benzene, toluene, ethylbenzene, xylene, polycyclic aromatic hydrocarbons (PAH), total dissolved solids (TDS), major cations/anions and New Mexico Water Quality Control Commission (WQCC) metals using EPA approved methods and quality assurance/quality control (QA/QC) procedures.
4. Follow all requirements set forth in NMOCC Order R-10609 regarding NORM. This is to include but is not limited to licensed NORM survey personnel, use of calibrated equipment, appropriate management of NORM waste, and acquiring the necessary licenses to transport and dispose of NORM waste at out of state disposal facilities.
5. Survey the waste within all tanks and treaters for NORM as the tanks and treaters are opened. If field readings over 50 microroentgens per hour (uR/hr) (0.5 uSv/hr) are obtained a representative sample of sludge or scale will be sent to an EMNRD-OCD-approved laboratory for Radium 226 analysis. If the laboratory analysis exceeds 30 picocuries per gram the waste is no longer considered exempt

(NMOCC Order R-10609) and will be disposed of as Regulated NORM

6. Remove and recycle or dispose of fluids in tanks at an EMNRD-OCD-approved waste management facility.
7. Remove and remediate solids in tanks via landfarming at an EMNRD-OCD-approved waste management facility.
8. Remove and recycle or dispose of all tanks, vessels, treaters, underground pipes, hardware, equipment and debris including pipes, drums, tires, catwalks, pumps and motors at an EMNRD-OCD-approved waste management facility or recycler.
9. Remove surface contaminated soils that are in excess of 100 ppm TPH, 50 ppm BTEX, and 10 ppm benzene. Surface soil removal may not exceed 5 feet of excavated depth. All petroleum contaminated soils will be remediated via landfarming at an EMNRD-OCD-approved waste management facility.

Note: Offeror will base the turnkey cost on 1450 cubic yards of estimated contaminated soil.

Note: If upon investigation, ground water is found to be in excess of 50 feet bgs removal of surface contaminated soils will be limited to those in excess of 1000 ppm TPH, 50 ppm BTEX, and 10 ppm benzene. Surface soil removal may not exceed 5 feet of excavated depth.

10. Investigate the extent of total petroleum hydrocarbons (TPH), benzene, toluene, ethylbenzene, xylene (BTEX), and chloride beneath each tank/sump, treater, and the tank bottom soil pile. Samples will be taken from the bottom of each excavation and/or beneath each tank/sump location. Field photo ionization detector (PID) measurements will be used as a screening tool. A minimum of one sample from the highest PID sample location in the bottom of the excavation or tank/sump location will be sent for laboratory analysis to confirm the concentration and extent of TPH, BTEX and chloride.

Note: Offeror will base the turnkey bid on 35 laboratory TPH, BTEX and chloride analyses.

11. Backfill excavations with clean soil to provide positive runoff. Soil will be back-hauled and stockpiled on location during the soil contamination removal phase of the project. The EMNRD-OCD prefers back-hauling clean soil from the EMNRD-OCD-approved waste management facility.

Note: If further investigation and excavation is required the EMNRD-OCD may determine that back filling will not be required under this contract.

12. Prepare and deliver to EMNRD-OCD a Phase 1 report that documents items in Section V, Paragraph A.1 through 3.
13. Prepare and deliver to EMNRD-OCD a Phase 2 report that documents items in Section V, Paragraph A.4 and 5.
14. Prepare and deliver to EMNRD-OCD a Phase 3 report that documents the items in Section V, Paragraph A.6 through 11.

B. BUSINESS SPECIFICATIONS

1. Offerors will examine all contract documents, noting particularly all stipulations that in any way affect contract work. Failure of an offeror to acquaint itself fully with the amount and nature of the work required to fulfill all terms of the contract documents will not be considered as a basis for extra compensation after a contract has been awarded.
2. If an offeror finds discrepancies, omissions or ambiguities in the contract documents, it will at once notify the EMNRD-OCD, which will send written corrections or explanations to all offerors. EMNRD-OCD will not be responsible for any oral instructions.
3. If an offeror's proposal substantially adds to, subtracts from or otherwise changes the provisions of this request, the proposal will be rejected.
4. Proposals must indicate acceptance of terms required by this RFP in a transmittal letter signed by the individual with authority to bind the entity to these requirements.

C. BUDGET

A turnkey cost, as shown below, will be included in each proposal (refer to Section V):

<u>TECHNICAL SPECIFICATION</u>	<u>ITEM COST</u>
1. Sub-surface contamination investigation based on air rotary	\$
2. Well completion based on 60 foot well	\$
3. Groundwater sampling and analysis	\$
4. NORM requirements	\$
5. NORM survey and lab analysis	\$
6. Tank fluid removal and disposal	\$
7. Tank solids removal and disposal	\$
8. Tank and equipment removal	\$
9. Near-surface contamination investigation based on lab 35 samples	\$
10. Contaminated soil removal based on 1450 cyd	\$
11. Backfilling excavations with back-hauled clean soil	\$
12. Phase 1 report	\$
13. Phase 2 report	\$
14. Phase 3 report	\$
Total	\$
NM Gross Receipts Tax	\$ _____
Total Turnkey Cost	\$

A supplemental cost rates as shown below, will be included in each proposal. Supplemental rates are to be applicable if charges are made in addition to or in lieu of turnkey cost. Switching to hourly rate or other implementation of supplementary rates must be approved by the EMNRD-OCD Procurement Manager. The turnkey cost will not be accepted unless all supplemental rate data is furnished. The supplemental rates listed below will be considered firm bids.

<u>SUPPLEMENTAL RATE</u>		
<u>DESCRIPTIOIN OF SERVICE</u>	<u>RATE PER</u>	<u>UNIT</u>
Air rotary rig equipped to perform all work Set out in technical specifications	\$	hour
Bentonite pellets	\$	pound
Blank 2 inch PVC riser	\$	foot

Move-in, move-out charges	\$	hour
Water truck - capacity _____ bbls	\$	hour
Backhoe - minimum hours if applicable _____	\$	hour
Trackhoe - minimum hours if applicable _____	\$	hour
Dozer - minimum hours if applicable _____	\$	hour
Trucking - minimum hours if applicable _____	\$	hour
Front end loader - minimum hours if applicable ____	\$	hour
Senior scientist	\$	hour
Environmental technician	\$	hour
Certified NORM technician/scientist	\$	hour
Labor	\$	hour
Photo Ionization Detector (PID)	\$	day
Chloride laboratory analysis	\$	per analysis
TPH laboratory analysis	\$	per analysis
BTEX laboratory analysis	\$	per analysis
Contaminated soil offsite landfarm remediation	\$	per cubic yard
Back-haul clean soil	\$	per cubic yard
NORM contaminated soil offsite disposal include trucking cost	\$	per cubic yard
Produced water and non-NORM liquids disposal	\$	per barrel

VI. EVALUATION PROCESS

A. EVALUATION POINT SUMMARY

The following is a summary of evaluation factors and the point value assigned to each. These weighted factors will be used in the evaluation of the individual offeror proposals. Points will be awarded on the basis of the following evaluation factors:

<u>Specification</u>	<u>Points</u>
1. Project Approach	75
2. Project Plan.....	150

3.	Experience	
a.	Proposed project staff members relevant experience in oil field cleanup and remediation projects.....	150
b.	Offeror's organizational relevant experience.....	175
4.	References	
a.	Corporate.....	75
b.	Staff.....	75
5.	Cost.....	300
	Total Points.....	1,000

B. EVALUATION FACTORS

1. PROJECT APPROACH - Up to 75 points will be awarded based upon an evaluation of the technical merit to the project approach including the thoroughness and applicability of the approach as measured against the elements of the detailed scope of work and the elements of the information paragraph.
2. PROJECT PLAN - Up to 150 points will be awarded based upon an evaluation of offeror's proposed project plan including completeness, quality, and efficiency of the plan and an evaluation of the following areas: a. Project management methodology and action plan. b. Projected schedules and responsibilities of assigned staff. c. Identification of security, safety, and internal controls and checkpoints.
3. EXPERIENCE - Up to 325 points (150 for project staff and 175 for corporate) will be awarded based upon an evaluation of offeror's corporate and proposed staff experience and based on the offeror's experience on similar projects in oil field cleanup and remediation and the skill level of staff proposal.
4. REFERENCES - Up to 150 points for the offeror's references will be awarded based on the following:
 - a. Up to 75 points for the offeror's corporate references will be awarded upon client satisfaction including quality and timeliness of work performed for previous clients.
 - b. Up to 75 points for staff references will be awarded based upon an evaluation of the quality and timeliness of work performed for previous clients, the staff member's interpersonal skills and the comparability of the staff member's experience to the tasks to be performed in this project.

5. COST - The evaluation of each offeror's cost proposal will be conducted using the following formula: $\text{Lowest responsive offeror's total cost} = 300 \text{ awarded points.}$
 $\text{Lowest responsive offeror's total cost divided by this offeror's total cost times}$
 $300 = \text{this offer's awarded points.}$

C. EVALUATION PROCESS

The following paragraphs describe the process used to evaluate the submitted proposals.

1. All proposals will be reviewed for compliance with the mandatory requirements as stipulated within the RFP. Proposals deemed non-responsive will be eliminated from further consideration.
2. The Procurement Manager may contact the offeror for clarification of the proposal.
3. The Evaluation Committee may use other sources of information to perform the evaluation.
4. Responsive proposals will be evaluated on the factors in Section VI, which have been assigned a point value. The responsible offerors with the highest scores will be selected as finalist offerors based upon the proposals submitted. Finalist offerors who are asked or choose to submit revised proposals for the purpose of obtaining best and final offers will have their points recalculated accordingly. The responsive offeror whose proposal is most advantageous to the EMNRD-OCD, taking into consideration the evaluation factors in Section VI, will be recommended for contract award to the State Purchasing Agent. Please note, however, that a serious deficiency in the response to any one factor may be grounds for rejection regardless of overall score.

(The deadline for submittal of offers is January 31, 2001, 5:00 p.m. MST. No offers will be accepted after the deadline. No offers sent to EMNRD-OCD by facsimile transmission will be considered responsive.)

APPENDIX

ACKNOWLEDGEMENT OF RECEIPT FORM

REQUESTS FOR PROPOSALS

GOODWIN TREATING PLANT

ACKNOWLEDGEMENT OF RECEIPT FORM

In acknowledgement of receipt of this Request for Proposal the undersigned agrees that he/she has received a complete copy, beginning with the title page and table of contents, and ending with appendix.

The acknowledgement of receipt should be signed and returned to the Procurement Manager no later than close of business on January 10, 2001. Only potential offerors who elect to return this form completed with the indicated intention of submitting a proposal will receive copies of all offeror written questions and the Agency's written responses to those questions as well as RFP amendments, if any are issued.

FIRM: _____

REPRESENTED BY: _____

TITLE: _____ PHONE NO.: _____

E-MAIL: _____ FAX NO.: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

SIGNATURE: _____ DATE: _____

This name and address will be used for all correspondence related to the Request for Proposal.

Firm does/does not (circle one) intend to respond to this Request for Proposals.

This address is valid until January 12, 2001

Martyne J. Kieling
New Mexico Oil Conservation Division
2040 South Pacheco
Santa Fe, New Mexico 87505
Phone: 505-827-7153
Fax: 505-827-8177

New address effective January 12, 2001

Martyne J. Kieling
New Mexico Oil Conservation Division
1220 S. Saint Frances
Santa Fe, New Mexico 87505
Phone: 505-476-3440
Fax: 505-476-3462

February 7, 2001

Ms. Martyne Kieling
New Mexico Oil Conservation Division
1220 S. Saint Frances
Santa Fe, New Mexico 87505

**RE: Letter of Transmittal for Investigation, Cleanup and Environmental
Remediation of the Goodwin Treating Plant**

PSC (Philip Environmental Services Corporation) is pleased to submit the attached revised proposal "*Section 5.0 Offer Amount including Technical Specifications by Item, Total Turnkey Cost, and Supplemental Rates*" for the Investigation, Cleanup and Environmental Remediation of the Goodwin Treating Plant located in Lea County, outside of Hobbs, New Mexico.

PSC appreciates this opportunity to provide this proposal to the EMNRD-OCD for the investigation, cleanup and environmental remediation of the Goodwin Treating Plant. Please call Don Fernald or Martin Nee at (800) 326-2262 if you need additional information, or if we can be of further assistance.

Sincerely,
PSC
Martin Nee
Location Manager, Farmington

J:\404\Revised proposal.doc

Attachment 3

5.0 Offer Amount including Technical Specifications by Item, Total Turnkey Cost, and Supplemental Rates.

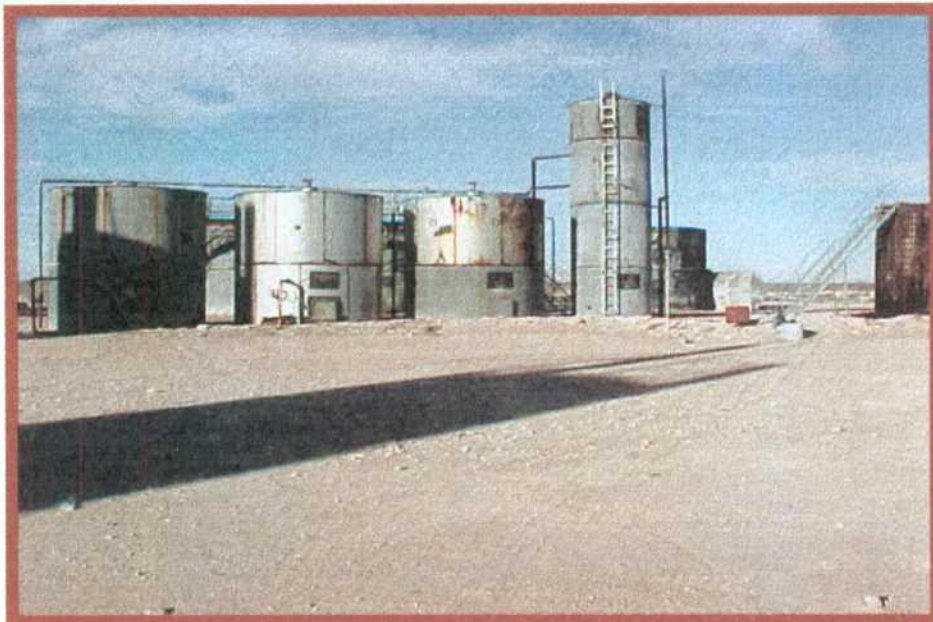
PSC proposes to complete this project for the EMNRD-ODC on a turn-key basis listed as follows:

<u>TECHNICAL SPECIFICATION</u>	<u>ITEM COST</u>
1. Sub-surface contamination investigation based on air rotary	\$5,640.00
2. Well completion based on 60 foot well	\$2,200.00
3. Groundwater sampling and analysis	\$2,030.00
4. NORM Requirements	\$55,500.00
5. NORM survey and lab analysis	\$4,700.00
6. Tank fluid removal and disposal	\$14,700.00
7. Tank solids removal and disposal	\$6,500.00
8. Tank and equipment removal	\$20,400.00
9. Near-surface contamination investigation based on 35 lab samples	\$6,600.00
10. Contaminated soil removal based on 1450 cubic yards	\$38,150.00
11. Back filling excavations with back-hauled clean soil	\$25,600.00
12. Phase 1 report	\$2,000.00
13. Phase 2 report	\$2,000.00
14. Phase 3 report	\$3,300.00
Total	\$189,320.00
NM Gross Receipts Tax	\$9,939.30
Total Turnkey Cost	\$199,259.30

<u>SUPPLEMENTAL RATE</u>		
<u>DESCRIPTION OF SERVICE</u>	<u>RATE PER</u>	<u>UNIT</u>
Air rotary rig equipped to perform all work set out in technical specifications	\$280.00	hour
Bentonite Pellets	\$0.25	pound
Blank 2 inch PVC riser	\$10.50	foot
Move-in, move-out charges	\$85.00	hour

Water truck – capacity (120) bbls	\$68.00	hour
Backhoe (Cat 416) minimum hours (8)	\$30.00	hour
Trackhoe (JD 690) minimum hours (8)	\$60.00	hour
Dozer – (D-6) minimum hours (8)	\$85.00	hour
Trucking – minimum hours (1)	\$60.00	hour
Front end loader (Cat 930) minimum hours (4)	\$50.00	hour
Senior scientist	\$70.00	hour
Environmental technician/operator	\$35.00	hour
Certified NORM technician/scientist	\$55.00	hour
Labor	\$25.00	hour
Photo Ionization Detector (PID)	\$25.00	day
Chloride laboratory analysis	\$25.00	per analysis
TPH laboratory analysis	\$52.00	per analysis
BTEX laboratory analysis	\$45.00	per analysis
Radium 226 laboratory analysis	\$110.00	per analysis
Contaminated soil offsite landfarm remediation (includes transport)	\$26.00	per cubic yard
Back-haul clean soil	\$12.50	per cubic yard
NORM contaminated soil offsite disposal w/transport	\$1,345.00	per cubic yard
Produced-water and non-NORM liquids disposal	\$8.00	per barrel

**Proposal for the Investigation, Cleanup and Environmental
Remediation of the Goodwin Treating Plant
Located in Lea County, New Mexico**



01 JAN 31 PM 4:30

OIL CONSERVATION DIV.

Prepared for:

**State of New Mexico Energy, Minerals and
Natural Resources Department
New Mexico Oil Conservation Division**

January 31, 2001

Prepared by:



**4000 Monroe Road
Farmington, New Mexico 87401
(505) 326-2262**

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(Confidential)	

Investigation, Cleanup and Environmental Remediation
Goodwin Treating Plant

1.0 TRANSMITTAL LETTER

January 30, 2001

Ms. Martyne Kieling
New Mexico Oil Conservation Division
1220 S. Saint Frances
Santa Fe, New Mexico 87505

RE: Letter of Transmittal for Investigation, Cleanup and Environmental Remediation of the Goodwin Treating Plant

PSC (Philip Environmental Services Corporation) is pleased to submit this proposal for the Investigation, Cleanup and Environmental Remediation of the Goodwin Treating Plant located in Lea County, outside of Hobbs, New Mexico.

Martin Nee, Location Manager in Farmington, NM is authorized to contractually obligate PSC for this project. Mr. Nee is also authorized to negotiate the terms of a contract that may arise as a result of this bid and can be reached at 505-326-2262. The New Mexico Oil Conservation Division of the Energy, Minerals, and Natural Resources Department (EMNRD-OCD) can call either Martin Nee or Don Fernald in Farmington for any necessary clarifications pursuant to this bid.

PSC accepts the conditions governing the procurement as stated in Section II of the December 11, 2000 Request for Proposals.

PSC acknowledges the receipt of the questions and answers and a copy of the January 5, 2001 Highlander Environmental Corp. letter via electronic mail on January 19, 2001 and the questions and answers dated January 26, 2001 via electronic mail on January 26, 2001.

PSC is highly qualified to complete this project for EMNRD-OCD and has extensive experience that we have used to determine our pricing and schedule. PSC maintains safe operations from Farmington, New Mexico working over 250,000 man-hours without an OSHA recordable injury or accident. PSC - Farmington has successfully completed several projects very similar to this.

PSC appreciates this opportunity to provide this proposal to the EMNRD-OCD for the investigation, cleanup and environmental remediation of the Goodwin Treating Plant. Please call Don Fernald or Martin Nee at (800) 326-2262 if you need additional information, or if we can be of further assistance.

Sincerely,
PSC



Martin Nee
Location Manager, Farmington

J:\404\Goodwin

Proposal.doc

2.0 Proposal Summary

PSC has prepared the following Scope of Work in response to the State of New Mexico Energy, Minerals, and Natural Resources Department, Oil Conservation Division's (EMNRD-OCD) Request for Proposal, dated December 11, 2000, for the Investigation, Cleanup and Environmental Remediation of the Goodwin Treating Plant. The EMNRD-OCD's response to questions submitted during the comment period was reviewed by PSC. With this information, PSC has developed this Scope of Work for effective and efficient completion this project. The following is a summary of proposed project activities to be provided by PSC:

Response to Technical Specifications

1. Project Approach - Scope of Work

Remedial Investigation

Task 1: Investigate Extent of Contamination within the Emergency Overflow Pit

Task 2: Monitor Well Installation and Completion

Task 3: Groundwater Sampling and Analysis

Task 4: NORM Survey

Task 5: Submittal of Phase 1 and Phase 2 Reports / Revise Project Plan

Remediation Activities

Task 6: Remove and Dispose of Liquids from Tanks

Task 7: Excavate, Transport and Dispose of Hydrocarbon Impacted Soils

Task 8: Remove Solids from Tanks, Vessels and Treaters

Task 9: Removal of NORM Regulated Materials

Task 10: Removal of Tanks, Vessels, Treaters and other related Equipment

Task 11: Back Fill Excavations

Task 12: Submit Phase 3 Report

2. Project Plan

- A. Project Management Methodology and Action Plan
- B. Project Schedule and Key Personnel
- C. Project Security, Documentation, QA/QC

3.0 Response to Technical Specifications

1. Project Approach

PSC's approach for this project will include comprehensive project management, planning, investigation and remedial operations. PSC realizes that actual project costs can vary greatly depending on the thoroughness of initial project planning and continued active management of projects. PSC will assign an experienced project manager and crew who have completed numerous projects similar in scope. PSC has included resumes of key personnel proposed for this project along with a list of similar project assignments. The following is a summary of the Scope of Work proposed by PSC for completion of this project.

SCOPE OF WORK

PSC proposes to complete this work in two phases. The first phase is the Remedial Investigation which will include pre-remedial investigations, advancing a soil boring and conversion into a monitoring well, water sampling/testing and submittal of the Phase I and II reports. The project plan may be revised after completion of the remedial investigation and following approval from the EMNRD-OCD.

Secondly, Remedial Activities of this project will commence upon approval of the revised project plan from the EMNRD-OCD. PSC will have NORM trained personnel on site during the investigation and remedial activities of the project. A PID and a Ludlum Model 3 exposure meter fitted with a Model 44-2 Scintillation Probe will be onsite during the entire project to allow for field screening of soil and other materials.

REMEDIAL INVESTIGATION

Task 1: Investigate Extent of Contamination within the Emergency Overflow Pit

PSC will obtain samples at 3 to 5 feet below ground surface (bgs) and at 10-foot intervals within the emergency overflow pit. These samples will be analyzed for total petroleum hydrocarbons (TPH), benzene, toluene, ethylbenzene, xylene (BTEX), and chloride. Field photo ionization detector (PID) measurements will be used as a screening tool. A sample from each interval will be sent for laboratory chloride analysis. A minimum of one sample from the 3 to 5-foot interval, one sample from the highest PID sample location and one bottom hole sample will be sent for laboratory analysis to confirm the concentration and extent of TPH and BTEX.

Drill cuttings from the soil boring/monitoring well locations may be thin spread at the site if soil samples show the boreholes clean and free of contaminants. If soil samples are not clean, then the drill cuttings will be stockpiled on plastic sheeting and left at the site for removal during remedial activities.

Task 2: Monitor Well Completion

PSC will complete the existing borehole as a 2-inch diameter groundwater monitor well. This well will be completed as specified by the EMNRD-OCD.

Task 3: Groundwater Sampling

PSC will obtain groundwater samples no less than 24 hours after the well is developed. The water from the monitor well will be purged, sampled and analyzed for concentrations of BTEX, polycyclic aromatic hydrocarbons (PAH), total dissolved solids (TDS), major cations/anions and New Mexico Water Quality Control Commission (WQCC) metals using EPA-approved methods and quality assurance/quality control (QA/QC) procedures. Soil and groundwater sampling will be documented using strict chain-of-custody procedures. Soil and groundwater samples will be sealed, placed in a cooler with ice and sent to an EPA approved laboratory for analysis.

Task 4: NORM Survey

PSC is licensed to conduct NORM surveys, decontamination and remediation. PSC will conduct a NORM survey of the waste within all tanks and treaters as they are opened. PSC will also test the gas in each vessel for hydrogen sulfide (H₂S) and explosivity using a tri-gas monitor. A representative sample of liquid-sludge-solid material will be obtained from each tank/treater. Each sample collected will be placed in an open container and removed to an area of background activity and scanned using a Ludlum Model 3 exposure meter fitted with a Model 44-2 Scintillation Probe. Any sample exhibiting greater than 50 microrentgens per hour (uR/hr) (0.5uSv/hr) will be placed into approved containers and submitted to a laboratory for analysis of Radium 226 using US EPA Method 901.1. Laboratory results from samples exceeding 30 picocuries per gram will not be considered exempt and will require disposal as regulated NORM.

Task 5: Submittal of Phase 1 and Phase 2 Reports

PSC will prepare and submit to the EMNRD-OCD, a Phase 1 and Phase 2 Report that details the findings of the Remedial Investigation of the Goodwin Treating Plant. The reports will include information regarding the subsequent transport and disposal of NORM materials identified at the site. The revised project plan will be submitted to the EMNRD-OCD for approval.

REMEDIATION ACTIVITIES

Task 6: Removal and Disposal of Liquids from Tanks

PSC will utilize vacuum trucks to remove the flowable liquids from the tanks located at the Goodwin Treating Plant. Liquids will be transported to an EMNRD-OCD approved facility for recycling/disposal.

Task 7: Excavation, Transportation and Disposal of Hydrocarbon Impacted Soils

PSC will mobilize a track excavator to remove up to 1,450 cubic yards of hydrocarbon impacted soils in excess of 100 ppm TPH, 50 ppm BTEX and 10 ppm Benzene from the Goodwin Treating Plant site. A PID will be used as the field-screening device to assist in determining hydrocarbon impacted areas. Excavations will be conducted to five feet below ground surface. PSC will initiate the New Mexico "One Call" service to identify and mark any subsurface utility lines within the project area. Excavation walls may be sloped back to allow for safe entry, in accordance with OSHA standards, allowing access for inspection of the soils within the excavation. The hydrocarbon-impacted soils will be directly loaded into belly dumps/end dumps for transport to an EMNRD-OCD approved waste management facility for remedial landfarming.

Task 8: Removal of Solids from Tanks, Vessels and Treaters

PSC will manually dismantle the tanks to allow for removal of solids located within the tanks/vessels. Once the top or walls of the tanks have been removed, solids can be accessed with the excavator bucket and allow for removal without performing confined-space entry excursions. Residuals may be removed from the tank by scraping and knocking them off with the excavator bucket. A hot pressure washer may be used to assist in the removal of solids/sludges from the tanks. Water will be captured for disposal with other tank liquids. Tank materials that may be classified as sludge may be stabilized with existing hydrocarbon impacted soils located onsite to allow for transport by conventional belly dumps and end dump trucks. Tank solids will be loaded for transport to an EMNRD-OCD approved waste management facility for remedial landfarming.

Task 9: Removal of NORM regulated materials

Tank 112 (a 500-bbl redwood tank with 5 feet of solids) has been identified by the EMNRD-OCD as being greater than 30 picocuries per gram (pC/gm) of Radium 226. Tank 112 contents are therefore not exempt and require remediation/disposal as NORM regulated material. PSC will perform the removal of the solids from Tank 112 in a similar manner to that described in Task 8, however, personal protective equipment will be upgraded to include respiratory protection (half-face air-purifying respirators fitted with HEPA filters). Additional health and safety procedures will include air monitoring for airborne Radium 226 and dosimetry monitoring of PSC crews during the entire project. PSC will provide a Radiation Safety Officer who will oversee all work related to onsite activities. Additional details regarding PSC's health and safety requirements will be detailed in a site specific health and safety plan to be prepared by PSC. NORM solids from tank 112 will be placed into approved roll-off containers for disposal at an EMNRD-OCD approved waste management facility. PSC understands that NORM may have contaminated the redwood. PSC will dismantle the redwood tank and place the redwood in a contained area onsite for decontamination by pressure washing.

Task 10: Removal of Tanks, Vessels, Treaters, Pipes and other related Equipment

The removal of the tanks, vessels, treaters, pipes, and other related equipment located on site will be completed by PSC. Materials that can be recycled will be sent to a salvage

yard for processing. PSC will remove the electrical power pole and transformer from the site if required by the EMNRD-OCD. Materials that cannot be recycled will be sent to an EMNRD-OCD approved waste management facility for disposal. During the removal of tanks, vessels and treaters, PSC will obtain soils samples and test them in the field with a PID to determine if hydrocarbon impacts to soil have occurred. Up to 35 soil samples will be obtained during remedial activities, submitted to a laboratory and tested for BTEX and TPH to determine concentrations of target hydrocarbons.

Task 11: Back filling of Excavations

PSC will conduct back-hauling of clean soil in conjunction with the removal of hydrocarbon impacted soils. Clean soil will be either stockpiled onsite for subsequent back filling or directly placed into the excavation after the excavation has been sampled and test results indicate that hydrocarbon impacted soils have been removed to levels acceptable to the EMNRD-OCD. After completion of back filling, PSC will compact the soils by wheel rolling the soil with a loader or equivalent and contour the area to allow for drainage of precipitation.

Task 12: Submittal of the Phase 3 Report

PSC will prepare and submit to the EMNRD-OCD, a Phase 3 Report that details the Remedial Activities at the Goodwin Treating Plant. The report will also include documentation regarding the transport and disposal of materials from the site, health and safety documentation, analytical test results, and site activities.

2. Project Plan

PSC will develop a comprehensive project plan prior to initiating any onsite activities. This plan is summarized as follows:

A. Project Management Methodology and Action Plan

The following includes information that will be detailed in a project plan that will be presented to the EMNRD-OCD prior to initiating this project.

- a) PSC will designate an experienced project manager who has experience completing similar projects.
- b) PSC will complete a detailed project plan for submittal to the EMNRD-OCD representative(s). PSC will review the project plan with EMNRD-OCD representative(s) prior to initiating onsite activities.
- c) PSC's project manager will refine the preliminary schedule, which is included in section "B" of the project plan.
- d) This project will be initiated with a "Kick-Off" meeting which will be attended by PSC's project manager, site supervisor, and representative(s) of the EMNRD-OCD.
- e) PSC has developed a project team to complete this project for the EMNRD-OCD. Resumes of key project personnel are included in section "B" of the project plan.

- f) PSC will develop a site-specific health and safety plan (HASP) for this project. The HASP will include detailed specifications for completing the various tasks identified within the Scope of Work.
 - g) Numerous regulatory issues must be addressed to complete this project. Issues will include compliance with EMNRD-OCD, State of New Mexico Environment Department, Rocky Mountain Low Level Radioactive Waste Board, United States Environmental Protection Agency, Occupational Safety and Health Administration requirements.
 - h) Project documentation will consist of daily field notes, health and safety meeting records/documentation, chain-of-custody documentation, soil boring logs, well diagrams, well development forms, laboratory results, field screening test results, and site maps.
 - i) PSC plans to utilize several contractors to complete the Scope of Work. The subcontractors will be briefed on all requirements of the Health and Safety Plan. PSC plans to subcontract the following companies to assist in completing this project:
 - Eades Drilling
 - Martinez Trucking
 - Fluid Transport
 - J&L Landfarms
 - Lotus LLC
 - Pinnacle Laboratories
 - CRI, Inc.
- PSC reserves the right to use alternative subcontractors upon approval from the MNMRD-OCD.
- j) In the event that unforeseen conditions or out-of-scope costs are encountered during the project, PSC will notify the EMNRD-OCD immediately. Unforeseen conditions will be discussed and negotiated with the EMNRD-OCD prior to taking additional actions.
 - k) Project communication is essential. PSC will provide a weekly report summarizing the activities of the prior week. Additionally, PSC's onsite personnel will have access to mobile phones throughout the project. PSC will present the EMNRD-OCD with a contact sheet listing PSC's key personnel for this project during the Kick-Off Meeting.
 - l) PSC will implement a quality assurance and quality control (QA/QC) program to ensure that the project is being completed in accordance to standard industry practices. A summary of PSC's QA/QC program is summarized in section "C" of the project plan.

B. Project Schedule and Key Personnel

PSC has included a preliminary project schedule which is attached in herein. The following includes information regarding responsibilities of PSC's key personnel.

Project Manager – The project manager's responsibilities will consist of management of the contract, final project plan development and overall director of all project activities

including directing PSC crews, coordinating subcontractors and ensuring that all documentation is being completed. The project manager will be the primary contact for project activities and communications between PSC and the EMNRD-OCD.

Site Supervisor – The site supervisors responsibilities will consist of overall direction of onsite activities and completing the assignments detailed in the final project plan associated with remedial activities and sampling. The site supervisor will act as the primary onsite contact during the remedial phase of this project. Other responsibilities will include conducting daily safety meetings, securing and establishing onsite work areas.

Project Geologist – The project geologist responsibilities will include, directing the driller, completing the subsurface soil boring, converting the boring into a monitoring well and sampling of soil and groundwater during the Remedial Investigation. The project geologist will prepare the Phase 1 and 2 reports.

Operators – Operators are responsible for safely, and efficiently operating heavy equipment such as backhoes, track excavators, loaders and trucks. The operators will report directly to the site supervisor and assist in completing Remediation Activities.

Technicians – Technicians are responsible for completing routine labor tasks associated with the project that will include dismantling tanks, decontamination, assisting operators and the site supervisor.

Radiation Safety Officer / Health and Safety Officer (RSO/HSO) – The RSO/HSO is responsible for preparing the site-specific health and safety plan that will be developed for this project. The RSO/HSO will coordinate all personal monitoring activities including air monitoring, dosimetry radiation monitoring and benzene monitoring. The RSO/HSO may perform random health and safety audits of PSC crews. The RSO/HSO will review all health and safety documentation to ensure that proper personal protection protocols are being followed by onsite personnel.

C. Project Security, Safety, Documentation, QA/QC

Project Security

The project is located in a rural area approximately 10 miles west of the town of Hobbs, New Mexico. Security issues do not appear to be a significant concern during project activities. However, PSC will limit access to the site to PSC, EMNRD-OCD and sub-contracted personnel. Site access will be limited by placing signage reading "Authorized Personnel Only". Additionally, the site supervisor will be responsible for limiting access to authorized personnel. Unauthorized personnel that come onsite during project activities will be intercepted and escorted from the site. Active areas that are under construction will be marked with caution tape or orange barricade fencing. During non-working hours, heavy equipment will be locked, secured and left onsite. Areas of

construction activity will be either marked with high visibility tape or barricaded with orange safety fence (excavations). PSC personnel will have access to a mobile phone that will be located onsite for use in event of emergencies. All PSC personnel and subcontractors are not authorized to carry firearms, alcohol or illegal drugs on their person or in their vehicles during the project and are subject to search. All PSC personnel and subcontractors are subject to drug and alcohol testing as determined by PSC's project manager and site supervisor.

Safety

PSC's number one requirement is to ensure that the project is performed safely. Any PSC employee has the right to stop the project if they believe that safety is being compromised. PSC will develop a project-specific health and safety plan. All PSC personnel and subcontractors will be briefed and familiar with the site-specific health and safety plan.

Documentation

PSC will document numerous activities that will occur in conjunction with the performance of this project. Documentation will include, as needed, but not be limited to the following:

NORM Survey Forms	Air Monitoring Forms
Field Sampling Forms	Decontamination Forms
Chain-of-Custody Forms	Accident Report Forms
Soil Boring Logs	Near Miss Incident Report Forms
Well Diagrams	Laboratory Analytical Reports
Well Development/Purging Forms	Daily Field Notes
Site Drawings	Material Manifests
Safety Meeting Forms	Record of Communication Forms
Task Specific Risk Assessment Forms	PSC NORM License
Phase 1, 2 & 3 Reports	PSC Personnel Training Certificates
Project Plan	Equipment Calibration Forms
Health and Safety Plan	Equipment Calibration Check Forms

Documentation will be provided to the EMNRD-OCD as required for this project. In particular, the Phase 1, 2 and 3 reports along with health and safety documentation will be provided to the EMNRD-OCD. Additional documentation is available upon request.

Quality Assurance and Quality Control (QA/QC)

Overall QA/QC will be the responsibility of PSC's project manager, however, the site supervisor, RSO/HSO, project geologist and others will assist in completing various QA/QC procedures.

Laboratory Sampling and Testing QA/QC – Soil, water and air samples that are obtained for laboratory analysis will be subjected to the following QA/QC procedures:

- Samples must be documented on Chain-of-Custody forms.
- A minimum of one trip blank will be submitted with every lot or every 20 samples submitted at a time for analysis.
- A minimum of one duplicate sample will be submitted for every lot or every 20 samples submitted at a time for analysis.

Field Testing Equipment – Field equipment (PIDs, Tri-Gas monitors, air sampling pumps and NORM Meters) will be tested and calibrated prior to mobilizing for use in the field. Daily calibration and/or calibration checks will be conducted and documented for all field equipment used.

Decontamination QA/QC – Field personnel, equipment, tools and materials that may potentially or intentionally come in contact with NORM will be screened with a NORM “Pancake Probe” to determine if contamination has occurred. Daily screening will be conducted and documented. In the event of NORM contamination has occurred, decontamination procedures will be conducted as outlined in PSC’s site specific health and safety plan. Additional NORM screening will be performed to verify that decontamination has occurred.

Fit Testing – All half-face or full-face air purifying respirators to be used by PSC personnel must be fit tested within the last 12-months. Fit testing has been documented to ensure that respiratory protection factor of the equipment is adequate for the levels of exposures as determined by air monitoring

Air Monitoring Program – The RSO/HSO will design and implement an air monitoring program for this project to ensure that exposures to PSC personnel and others is minimized. The air monitoring program will be documented in PSC’s site specific HASP.

Manifesting of Project Materials – Various materials including tank liquids, sludges, solids, soil, tanks, vessels, piping and other related equipment will be removed from the site. Additionally, soil will be delivered to the site for back filling excavations. Each load of materials will be manifested by PSC to document the volume of materials removed or delivered to the site. The manifest will include the following:

- Material transported
- Nature of Material
- Volume (cubic yard or barrel) or weight of material
- Material origination and destination
- Date and time of manifest
- Transporter Name and Signature
- PSC Signature
- EMNRD-OCD may wish to verify/sign manifest

Preliminary Project Schedule for Investigation and Remediation of the Goodwin Treating Plant

Milestone/Events	February 2001							March 2001							April 2001																															
	23	24	25	26	27	28	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	1	2	3	4	5	6	7	8	
Investigation Phase																																														
Contract Effective																																														
Prepare & Submit Project Plan																																														
Assemble Crew and Organize																																														
Mobilize / Set-up / Kick-Off Meeting																																														
Complete Soil Boring / Install Well																																														
Develop & Sample Monitoring Well																																														
Remove Oil / Prep Equipment																																														
Conduct NORM Survey & Sampling																																														
Demobilize – Investigation Phase																																														
Prepare Phase I & II Reports																																														
Submit Phase I & II Report																																														
Submit Revised Project Plan (if needed)																																														

Milestone/Events	April 2001																														May 2001																	
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15			
Remediation Phase																																																
Prepare for Remedial Activities																																																
Mobilize / Set-up / Kick-Off Meeting II																																																
Excavation / Sampling / Remediation																																																
Transport Soils to Landfarm																																																
Remove/Dispose of Liquids from Tanks																																																
Dismantle Tanks																																																
Remove Solids & Decon Tanks																																																
Remove Tanks, Equipment & Piping																																																
Decon Equipment																																																
Complete Backfill Site Grading																																																
Demobilize – Remediation Phase																																																
Prepare Phase III Report																																																
Submit Phase III Report																																																

PSC

4000 Monroe Road
Farmington, New Mexico 87401
(800) 326-2262

Investigation, Cleanup and Environmental Remediation
Goodwin Treating Plant

PSC and the transporter will determine the amount or volume of each load. The EMNRD may wish to verify the amount of each load during the execution of the manifest. PSC will require the EMNRD-OCD to sign each manifest or provide written permission for PSC to sign each manifest on behalf of the EMNRD-OCD.

4.0 Response to Business Specifications

PSC has examined all contract documents provided by EMNRD-OCD. PSC takes no exceptions to the contract language. PSC has reviewed the EMNRD-OCD's Request for Proposals for the Investigation, Cleanup and Environmental Remediation of the Goodwin Treating Plant. PSC is thoroughly familiar with the request for proposal and the technical specifications provided therein.

5.0 Offer Amount including Technical Specifications by Item, Total Turnkey Cost, and Supplemental Rates.

PSC proposes to complete this project for the EMNRD-ODC on a turn-key basis listed as follows:

<u>TECHNICAL SPECIFICATION</u>	<u>ITEM COST</u>
1. Sub-surface contamination investigation based on air rotary	\$6,870.00
2. Well completion based on 60 foot well	\$2,620.00
3. Groundwater sampling and analysis	\$2,060.00
4. NORM Requirements	\$56,300.00
5. NORM survey and lab analysis	\$4,760.00
6. Tank fluid removal and disposal	\$14,930.00
7. Tank solids removal and disposal	\$6,690.00
8. Tank and equipment removal	\$21,455.00
9. Near-surface contamination investigation based on 35 lab samples	\$6,760.00
10. Contaminated soil removal based on 1450 cubic yards	\$38,800.00
11. Back filling excavations with back-hauled clean soil	\$26,900.00
12. Phase 1 report	\$2,000.00
13. Phase 2 report	\$2,000.00
14. Phase 3 report	\$3,500.00
Total	\$195,645.00
NM Gross Receipts Tax	\$10,271.36
Total Turnkey Cost	\$205,916.36

<u>SUPPLEMENTAL RATE</u> <u>DESCRIPTION OF SERVICE</u>	<u>RATE PER</u>	<u>UNIT</u>
Air rotary rig equipped to perform all work set out in technical specifications	\$280.00	hour
Bentonite Pellets	\$0.25	pound
Blank 2 inch PVC riser	\$10.50	foot
Move-in, move-out charges	\$85.00	hour
Water truck – capacity (120) bbls	\$68.00	hour
Backhoe (Cat 416) minimum hours (8)	\$30.00	hour

Investigation, Cleanup and Environmental Remediation
Goodwin Treating Plant

Trackhoe (JD 690) minimum hours (8)	\$60.00	hour
Dozer – (D-6) minimum hours (8)	\$85.00	hour
Trucking – minimum hours (1)	\$60.00	hour
Front end loader (Cat 930) minimum hours (4)	\$50.00	hour
Senior scientist	\$70.00	hour
Environmental technician/operator	\$35.00	hour
Certified NORM technician/scientist	\$55.00	hour
Labor	\$25.00	hour
Photo Ionization Detector (PID)	\$25.00	day
Chloride laboratory analysis	\$25.00	per analysis
TPH laboratory analysis	\$52.00	per analysis
BTEX laboratory analysis	\$45.00	per analysis
Radium 226 laboratory analysis	\$110.00	per analysis
Contaminated soil offsite landfarm remediation (includes transport)	\$26.00	per cubic yard
Back-haul clean soil	\$12.50	per cubic yard
NORM contaminated soil offsite disposal w/transport	\$1,345.00	per cubic yard
Produced-water and non-NORM liquids disposal	\$8.00	per barrel

6.0 Offeror's Additional Terms and Conditions

1. PSC assumes that the New Mexico "One Call" system will identify all active gas, electric and other utility lines located within the project area. PSC will not be responsible for damage to any lines that are not properly identified or marked.
2. PSC will initiate this project upon signing of a mutually agreeable contract.
3. This proposal shall become part of the contract for services to be provided.
4. Based on information provided in the EMNRD-OCD proposal for the Goodwin Treating Plant, PSC has included costs for removal of 1,450 cubic yards hydrocarbon-impacted soils, 358 cubic yards of tank bottom solids and 1,784 barrels of tank liquids. PSC assumes that all of these materials are RCRA exempt oilfield wastes that can be transported to an EMNRD-OCD approved facility for recycling or disposal.
5. PSC's costs includes the removal of the contents of Tank 112 as NORM regulated material. All other material has been considered as exempt oilfield waste for the turn-key lump sum price that is proposed by PSC.
6. PSC will not take ownership of special or hazardous waste that may be encountered during the course of this project.
7. PSC has included costs in this proposal for laboratory testing of 13 samples for Radium 226.
8. If the EMNRD-OCD determines that back filling is not required as part of this project, then costs associated with transport of hydrocarbon impacted soils to an approved facility may be adjusted to reflect the one-way travel of an empty payload.
9. PSC assumes all work can be performed in Level D personal protective equipment (i.e., hard hat, steel-toed boots, and safety glasses). NORM work can be completed in modified Level C equipment, half-face respirators fitted with HEPA filters.
10. PSC assumes that no asbestos containing materials (greater than one-percent asbestos content) are located on the project site.
11. PSC's move in rate is \$85.00 per hour per piece of equipment.

7.0 Other Supporting Material

PSC appreciates the EMNRD-OCD keeping this entire section of this bid confidential.

A. PSC NORM Licensure

PSC has included herein as other supporting material a copy of our NORM License Number LA-6229-S01. PSC will complete this project in accordance with the specification of this license and the application for License dated May 3, 1994, copy also attached. PSC will use the Louisiana license pursuant to 20 NMAC 3.1 Section 324 Reciprocal Recognition of Licenses.

B. PSC Corporate NORM Qualifications

PSC has included a copy of our corporate NORM brochure. References for our corporate qualifications are as follows.

- Chevron Production USA Company, Paul Kunicki - NORM Manager - (504) 592-6081
- Freeport McMoran - New Orleans, LA - John Williams - Manager Safety & Environmental - (504) 582-4000
- Smith International, Inc. - Houston, TX - Maurice Sticker - Director of Environmental Affairs - (281) 443-3370
- ExxonMobil - New Orleans, LA - Dennis Manual - Manager Remedial Construction - (504) 561-3612
- Texaco - New Orleans, LA - Jerry Mire - Manager of Environmental - (504) 680-1000

References for our staff are as follows.

Texaco Exploration and Production Inc.

NORM Investigation and Closure Workplan

PSC, Farmington delineated the extent of NORM impacted soil associated with three produced water NPDES ponds and the downstream drainage. The results of the investigation and a workplan were prepared and submitted to the regulatory agency. The workplan proposed a dose-based risk-assessment closure scenario that would allow the impacted soil to be capped and remain in place. The dose-based risk assessment was prepared by Argonne National Laboratory.

Contact: Mr. Jerry Boswell, (303) 793-4886

El Paso Natural Gas (EPNG)

PSC's Farmington crews remediated EPNG's produced water disposal pits and mercury manometer release sites. In addition, Farmington has investigated soil and groundwater impacts at numerous sites.

Contact: Ms. Sandra Miller (505) 599-2124

Coastal Oil and Gas (Coastal)

PSC decommissioned two natural gas plants for Coastal. These projects included the excavation, transportation and disposal of over 5,000 cubic yards of PCB impacted soil. Tanks, vessels, and piping were decontaminated and removed from these facilities.

Contact: Mr. Danny Huneycut (713) 877-3828

Los Alamos Technical Associates

PSC's Farmington crews cleaned the radioactive waste from the confines of an accelerator cooling water impoundment. Strict health and safety monitoring and worker protection was required. The impoundment sludge and impoundment liner were consolidated and packaged for disposal.

Contact: Ms. Felicia Aguilar (505) 662-1816

C. Experience

PSC has been supporting New Mexico's Oil and Gas industry with environmental investigation and remediation services since 1992. Some of the investigation and remediation projects completed by our New Mexico office include:

- Remediation of over one thousand produced water disposal pits.
- Installation of hundreds of groundwater monitoring wells.
- Remediation of over one thousand mercury manometer release sites.
- Remediation of several flare pits.
- Over fifty crude and produced water storage tank cleanings some of which contained NORM impacted tank bottoms.
- Numerous tank decommissioning projects up to fifty thousand barrels in size.
- Decommissioning of approximately nine gas plants and large compressor facilities.
- Decommissioning of an isolated oil field including the bulk crude storage facility that contained NORM in tank bottoms.
- Hundreds of NORM surveys that included screening tanks, vessels, piping, and soil.

D. Resumes

All Farmington personnel have radiation worker training for our contract for environmental restoration services at Los Alamos National Laboratory. In addition, all Farmington and any other personnel that will support this project will have NORM worker and survey training. PSC will have a certified radiation safety officers on-site and as required for this project. The following key personnel are proposed for this project.

Corporate Radiation Safety Officer, Mr. Rick Wimberley

Project Manager/Senior Scientist Mr. Don Fernald

Site Radiation Safety Officer/Certified NORM Technician, Mr. Robert Thompson

Site Supervisor, Mr. Morgan Killion

NATURAL OCCURRING RADIOACTIVE MATERIAL (NORM) LICENSE

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SECTION 1

INTRODUCTION

1.1 GENERAL

This "Radioactive Material License" is designed to address procedures, requirements, and precautions necessary to perform cleaning of NORM contaminated tanks, vessels, pipe, soils, and areas and for the encapsulation, volume reduction and treatment (slurring) of NORM contaminated materials at Philp Services') permanent facility or at temporary jobsites. Specific statements concerning license requirements, precautions and procedures apply to NORM operations at temporary jobsites, at the PSC permanent facility, or both, as appropriate. This License application covers:

- Methods for Surveying
- Required Postings
- Record Keeping
- Health Physics and Radiation Protection Procedures
- Spill Contingency Plan
- Employee Safety and Training Procedures
- Decontamination Procedures for Land, Equipment and Personnel
- Respiratory Protection

1.2 VESSEL AND TANK CLEANING

NORM contaminated tanks or vessels will be cleaned by use of vacuum trucks, shovels, or portable vacuum systems. The tanks or vessels will be cleaned on Temporary Jobsites of licensees or at the PSC permanent facility. Cleaning operations will take place over impermeable surfaces such as concrete, visqueen, or metal decking to prevent contamination of surrounding soils and waters. Tanks or vessels evaluated as confined spaces will be treated as such in accordance with 29 CFR 1910.

1.3 LAND/SOIL REMEDIATION

NORM contaminated soils and lands will be remediated using equipment such as backhoes, graders, front end loaders, and shovels, depending on the size of the affected area. Contaminated material will be placed in drums, cutting boxes, or other suitable containers.

1.4 WASTE HANDLING

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NORM operations will be conducted over impermeable protective materials to minimize contamination of surrounding soils and water and to facilitate cleanup. All wastes will be either returned to the generator or transferred to another licensee as directed by the generator.

NORM wastes generated from cleaning operations will be sealed in steel or plastic drums, cuttings boxes, or other suitable containers for transfer, storage and/or disposal. Containers shall be made of or lined with materials that will not react with or be incompatible with the stored NORM waste.

1.5 PIPE CLEANING

Pipe or tubulars will be cleaned using a high pressure water lance, flex auger, dry cleaning, or fixed auger system. The water lance pressure wand will have a multi-port tip attached to it allowing circumferential spraying inside the pipe/tubular. All wash fluids will be recycled and filtered to minimize waste.

1.6 ENCAPSULATION

NORM wastes will be "encapsulated" in tubulars or pipe which are constructed of steel, PVC, or other materials not prone to deformation during the encapsulation process. A pipe or tubular capsule will be lowered into a steel lined tube hole. The area at the surface of the work hole will have an impermeable material such as concrete poured to prevent contamination of the surrounding area. Once a capsule has been lowered into the work hole a hopper unit will be placed over and connected (via a pipe union) to the capsule. Wastes will be emptied into the hopper and gravity fed into the capsule. Water may be added to waste to facilitate flow. The tubular is sealed by welding plates into both ends or by placing caps over the ends.

1.7 VOLUME REDUCTION

Soil and other containerized NORM waste material will be treated in a NORM treatment volume reduction device using various mesh screens and a shaker which will separate the material into respective particle sizes.

Materials to be treated may be transferred to the treatment unit by a variety of methods depending on the material handling characteristics of the NORM. NORM contained in drums, or other containers, may be pumped or otherwise transferred directly to the volume reduction unit. The unit may also receive materials directly from crushers, loaders, backhoes, belt loaders, augers, stackers or other material handling devices. Water, mud, surfactants, emulsifiers, stabilizers and other chemicals may be added to waste materials to facilitate handling and treatment of the material during the treatment process. Water used in the treatment process is filtered and recycled. NORM wastes will be returned to the generator or transferred to another licensee as directed by the generator.

1.8 NORM TREATMENT (SLURRYING)

Treatment (slurrying) of NORM wastes will be accomplished using a mobile mixing and injection unit that will be utilized both at the Philip Services permanent facility and at temporary job-sites. The treatment unit consists of a shale shaker, chopper pump, auger tank, inclined auger, generator, triplex pump, centrifuge, water tank, settling tanks, and decon enclosure.

NORM wastes are emptied onto a shale shaker which allows smaller particles and wastes to fall through a mesh screen to a tank below. Material too large to fall through the screen are funneled to a chopper pump which grinds the material and drops it into the tank below. Items or materials that the chopper pump can not grind are removed and decontaminated by hand. Wastes that have fallen into the tank below are hydrated and circulated by an auger running the entire length of the base of the mixing tank. Slurried wastes are circulated in the auger tank until they are pumped directly into a well prepared for NORM disposal or pumped into cutting boxes for temporary storage.

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SECTION 2

RESPONSIBILITIES

To ensure compliance with applicable rules, regulations, orders and procedures, the duties and responsibilities of key administrative and other personnel involved in NORM operations are outlined below.

2.1 RADIATION SAFETY OFFICER (RSO) and NORM SUPERVISOR(NS)

The Corporate Radiation Safety Officer (RSO) shall be in overall charge of radiological conditions during activities performed under this License. The RSO will coordinate activities with the Philip Services permanent facility NORM Supervisor (NS), temporary jobsite NSs, Work Supervisor(s), the Health, Safety and Environmental Officer and employees so that all work can be accomplished in a safe and radiologically sound manner. The "RSO" refers only to the Corporate RSO who is in overall charge of the radiologically licensed aspects of Philip Services' NORM activities. The NORM Supervisor refers to the RSO's designee who is directly overseeing the radiologically licensed aspects of PSC's NORM activities, either at the permanent facility or at temporary job-sites.

- a. **Administrative Authority:** The RSO shall maintain control of NORM operations to ensure proper radiological health and safety procedures are in effect and ensure that annual audits of this license and the applicable procedures are conducted and documented. The RSO and the NS shall have the specific authority to stop operations any time an unsafe or environmentally hazardous condition exists. The RSO may purchase radiological supplies as necessary and in accordance with Philip Services' purchasing procedures, and he may promulgate changes to PSC's NORM Policies and Procedures as necessary to maintain radiological safety controls, .
- b. **Radiation Work Permits:** The NORM Supervisor shall prepare a Radiation Work Permit (RWP) outlining radiological conditions and precautions to be taken during the days activities. The NS will ensure that all employees sign the RWP acknowledging their understanding of and responsibility to comply with the requirements of the RWP. The Radiation Work Permit shall be maintained available for review by all employees and contractors.
- c. **Safety Meetings and Training:** The NS is responsible for briefing employees regarding radiological safety issues and ensuring that all employees are properly informed and trained in the safe handling of NORM. Topics shall include, but are not limited to; radiation safety and work procedures for employees and contractors, health physics precautions, contamination control, and other radiological conditions outlined in this License and the Louisiana Radiation Regulations (LRR).
- d. **Operational Safety:** Ensuring that equipment used and operations involving NORM are operated and maintained in a safe working condition and in compliance with this License, LRR, and other applicable rules, regulations and orders.
- e. **Radiological Surveys and Control:** Conduct baseline, release, dose rate and radiological surveys of equipment, lands, jobsite and personnel. Maintain control over the radiological aspects of NORM operations. Ensure proper decontamination of lands, equipment and persons who become contaminated with NORM.
- f. **Control of Access and Postings:** Ensuring that only individuals properly trained in the safe handling of NORM shall have access to Controlled Areas and that all applicable areas are properly posted in accordance with this License and LAC 33:XV. He will also ensure that individuals frequenting Restricted Areas are provided personal dosimetry and outfitted and protected from NORM contamination.
- g. **Inspections and Documentation:** The NS is responsible for inspecting all equipment, NORM activities, and areas where NORM is handled and stored to ensure NORM is properly handled and

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contained.

- h. **Emergency Response:** In the event of an emergency such as a fire, accident or uncontrolled NORM release, the NS shall have authority to respond so as to minimize injury to personnel or the environment. The RSO shall be contacted immediately.
- i. **Regulatory Compliance:** Ensuring that the requirements of this License, LAC 33:XV, 29CFR, and other pertinent rules, regulations and orders are properly met and implemented.

2.2 HEALTH, SAFETY AND ENVIRONMENTAL (HS&E) OFFICER

A representative of PSC acting as the Health Safety and Environment Officer will periodically be on location during PSC operations. The HS&E Officer is responsible for the following:

- a. **Implementation of Safety Procedures:** Ensure that all safety requirements and procedures are properly implemented and that all personnel working in the area follow proper safety procedures.
- b. **Personnel Training:** Ensure workers are properly trained and knowledgeable of their duties and responsibilities on the worksite.
- c. **Safety Equipment:** Ensure that the necessary safety, personal protective and environmental equipment is available and is functioning and in good repair.
- d. **Safety Inspections:** Periodically inspect employee and contractor's work habits to ensure that they are working in a safety-conscious manner.
- e. **Environmental Inspections:** Inspect all equipment, plastic protective sheeting, storage areas, containers and other jobsite materials to be sure they are properly maintained in accordance with the applicable provisions of this License and that NORM or other contaminants do not contaminate equipment, personnel or the environment.

2.3 WORK SUPERVISOR

The work supervisor will be a designated individual responsible for work activities taking place at the jobsite. The Work Supervisor is responsible for the following:

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- a. **Jobsite Supervision:** Supervision of all working personnel and all work activities taking place at the jobsite.
- b. **Safety Meetings:** Conduct daily safety meetings to inform employee and contractors of safety concerns and procedures for each day's activities prior to the start of work.
- c. **Inspections:** Perform daily/continual inspection of equipment and personnel work habits to ensure that safe and proper work procedures are being followed.
- d. **Operational Safety:** Ensure operations and equipment are safe and in compliance with work plans, safety standards, safety procedures, License specifications and LRR.
- e. **Emergency Shut Down:** Shut down operational activities in the event of any emergency which could result in injury to personnel or the environment.
- f. **Accidents:** All accidents are to be reported to the RSO and HS&E Officer.

2.4 PERSONNEL WORKING IN RESTRICTED AND RADIOACTIVE (CONTROLLED) AREAS

The following conditions apply to individuals entering, leaving, and working in Controlled Areas. Only individuals properly trained and informed regarding the risks associated with NORM and proper handling of

sources of radiation shall be allowed to work in Controlled Areas. Personnel shall be properly trained in accordance with the requirements set forth in Section 6 (Health Physics)

- a. **Radiation Work Permit:** All personnel working in a Controlled Area will be required to read and sign a Radiation Work Permit (RWP) prepared by the NS. The RWP shall be available for review at all times and will describe authorized activities, protective clothing/gear required, and expected radiological and safety concerns.
- b. **Weekly Safety Meetings:** All personnel working in a Controlled Area shall attend weekly safety meetings. Meetings will include a review of all personnel concerns and the scheduled operations for the week, including any radiological hazards and concerns.
- c. **Stop Work Authority:** All personnel working in the Controlled Area shall retain, at all times, "Stop Work Authority". All employees will have not only the right, but also the responsibility to immediately stop any operation or evolution which may be dangerous to safety, health, equipment, and/or the environment.
- d. **Contamination Frisk:** All personnel entering Controlled Areas will be required, as a minimum, to perform a hand and foot "frisk" immediately upon exiting the Controlled Area. A whole body frisk will be performed before leaving the work site and when protective clothing was worn in the Controlled Area. Any reading above background when performing a personal frisk shall removed and the person refrisked.
- e. **Accidents:** All accidents or injury, no matter how minor, will be reported immediately to the designated Work Supervisor, NS, RSO and HS&E Officer.

2.5 ENVIRONMENTAL RESPONSIBILITIES:

All personnel shall take measures to prevent contamination of the environment by trash, chemicals, fuels, oil, NORM and any other foreign material. To assure compliance with environmental practices the following environmental conditions shall apply:

- a. **Proactive Response:** All persons working with NORM should make conscious efforts to avert conditions which may lead to uncontrolled releases of NORM which could contaminate equipment, personnel and the environment. Immediately report defective equipment or unsafe work conditions to the NS, RSO, Work Supervisor and HS&E Officer.
- b. **Baseline Radiological Survey:** Prior to the start of any NORM activities on a temporary jobsite, a baseline radiological survey of equipment and lands shall be performed of the work area in accordance with Section 6 (Health Physics) of this License.
- c. **Daily Inspections:** The HS&E Officer, NS or designated representative shall make a visual inspection of equipment before and after each days activities to ensure that pipes, hoses, valves, flanges, pumps and containers are not leaking NORM or other contaminants to the environment.
- d. **Decontamination of Equipment:** All equipment to be released for unrestricted use shall be decontaminated and verified free of loose and fixed surface contamination according to procedures set forth in the Health Physics Section of this License. Items Philip Services is contracted to decontaminate, such as pipe, valves, vessels, and tanks, may be released with fixed contamination at levels above background, however, provided those levels are below the "exemption" levels established in LAC 33:XV Chapter 14, as directed by the contracting client.
- e. **Completion Survey:** Upon completion of NORM operations at a temporary jobsite, a radiological survey of equipment and lands shall be performed to detect radiological changes from the baseline. Areas indicating increased activity shall be cleaned to a level at or below that level indicated by the initial baseline survey. Refer to the Health Physics section for further information on baseline and release surveys for jobsites.
- f. **Annual Environmental Monitoring:** Annually, Philip Services will perform environmental soil

sampling and analysis for radium-226 and radium-228. Environmental sampling and analysis will be performed at the boundary of the facility, at the boundary of the clearing areas within the facility and in the adjoining bayou.

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SECTION 3

TEMPORARY STORAGE AND DISPOSAL OF NORM & NORM CONTAMINATED MATERIALS

NORM contaminated equipment and waste generated from NORM operations shall be stored and handled pursuant to the following procedures:

3.1 Material Storage - General

Containers holding or storing NORM shall be made from or lined with materials non-reactive and chemically compatible with the NORM waste. All equipment containing or contaminated with NORM shall remain in designated Temporary Storage Areas until decontaminated and verified free from loose surface and fixed contamination to the extent required by Louisiana Radiation Regulations and this License.

3.2 Storage Areas

Storage areas shall be cordoned and posted, as a minimum, with postings labeled as: Caution-Radioactive Materials.

- a. **Contamination and Doserate Surveys:** The storage area and all items placed in Storage Areas shall be surveyed for radiation dose rate and for the presence of loose surface contamination. Items having loose surface contamination shall be controlled and postings and worker protection measures shall be taken (i.e. protective clothing) until such time that the items are decontaminated. In addition, trucks, boats, or other vehicles transporting materials with loose external contamination shall be surveyed for loose surface contamination and shall not be released for unrestricted use until verified free of contamination.
- b. **Storage Conditions:** Any container holding NORM waste shall always be closed during storage, except when it is necessary to add or remove waste. Tanks, vessels, or other contaminated components awaiting decontamination shall have exposed openings sealed with plastic or other suitable materials to prevent the spread of loose contamination.
- c. **Stacking, Labeling, and Handling:** Waste containers shall be labeled in accordance with LAC:33:XV, Chapter 4, Subchapter G. Containers shall be stacked so that each container identification label is readable from an access aisle or clear area. Storage containers having higher radiation exposure rates shall be arranged so as to minimize boundary exposure rates. Items containing NORM shall be handled so containers are not punctured or ruptured.
- d. **Inventory:** An inventory of all containers stored in the Storage Areas shall be maintained. The inventory shall contain, as a minimum, item trace numbers and contents, owner or generator name, date transferred to storage, and item exposure rate.
- e. **Storage Area Inspections:** Inspections shall be made of the Storage Area. Inspections shall be made for leaking or deteriorating containers, labeling, and of the condition of protective materials covering the ground of the storage area. Records of these inspections shall be maintained.
- f. **Leaking or Defective Containers:** If NORM containers are leaking or are otherwise defective (i.e. severe rusting, apparent structural defects), PSC's employees will report this condition to the NS. NORM shall be transferred from defective containers to containers free from material defects and the area decontaminated. Following transfer of waste, defective containers shall be surveyed and decontaminated pursuant to the procedures described herein.

3.3 Transfer for Disposal and Manifests

Transfer: Waste transfers shall be accompanied by a shipment manifest (Form RPD-37) that contains the name, address, and telephone number of the person generating the waste. The manifest shall also include the name, address, and telephone number of the person transporting the waste. Waste manifest and documentation requirements shall be conducted pursuant to LAC 33:XV §1418. Department of Transportation regulations (DOT 49 CFR) will be complied with in regards to documentation and postings.

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SECTION 4

OPERATIONAL PROCEDURE

4.1 GENERAL

The following serves as a general outline of the operational steps when performing NORM activities. NORM activities are operations involving NORM contaminated materials, equipment, tanks or vessels, or lands as authorized in this License. NORM activities include land and soil remediation, vessel, pipe, and tank cleaning and decontamination, encapsulation, volume reduction and NORM treatment. NORM activities also include general handling of NORM contaminated materials.

While these outlined steps are as specific as possible, it is difficult to anticipate all potential scenarios and proceduralize the steps to take therein. Because of that the Licensee will, at all times ensure that no contaminated, or potentially contaminated equipment or materials come in direct contact with unprotected skin or uncovered ground or soil. The basis for the following steps is that adequate protection be provided workers, the public, and the environment.

The following items pertain to NORM activities performed under this License.

- a. **Temporary Jobsite Authorizations**(As Applicable): Prior to arrival at temporary jobsites, a Temporary Job-Site Notification Form (RPD-35) will be submitted to the Department of Environmental Quality (LDEQ). No temporary jobsite NORM activities will be performed without the Department of Environmental Quality's notification via Form RPD-35, unless other procedures are established by the LDEQ.
- b. **Baseline Radiological Survey:** Prior to setup at temporary jobsites, a baseline radiological survey will be performed on the worksite. See Section 6 of this License for requirements regarding baseline radiological surveys.
- c. **Qualified Personnel:** Only properly qualified, trained and monitored personnel will be utilized when working with NORM.
- d. **Controlled Area Postings and Control:** During NORM activities, the area around the NORM work site will be cordoned off with radiological boundary rope and posted, as a minimum; "Caution - Radioactive Materials". Areas with radiation exposure rates above 2000 μ R/hr or areas with loose surface contamination will be posted, as a minimum, "Caution - Restricted Area". The area posted and controlled as a Restricted Area will be kept as small as possible. However, the area will be large enough to allow for all work and the transit of personnel and equipment to be performed in a safe manner. The Norm Supervisor will be responsible to rope and post the area adequately, as per this License and the Louisiana Radiation Regulations.

A Restricted Area is defined as "any area, access to which is controlled by the Licensee for purposes of protection of individuals from exposure to radiation or radioactive materials". The immediate areas in which NORM work activities are taking place shall be considered Restricted Areas. Areas with radiation exposure rates above 2000 μ R/hr or areas with loose surface contamination will be posted, as a minimum, "Caution - Restricted Area".

Inspections shall be conducted at sufficient frequencies to ensure that no member of the public continuously occupies any area within PSC Controlled Areas. By nature, these "controlled areas" are manned to prevent continuous occupancy by non-essential personnel.

A Radioactive Material Area is generally defined as "areas and facilities where NORM contaminated equipment or waste is stored, utilized, or treated". A facility or jobsite may be posted as a Radioactive Material Area and contain within it one or more work areas controlled as a Restricted Area.

- e. **Radiation Work Permits:** Prior to commencing work, the NS will complete a Radiation Work Permit

(RWP) delineating the day's work activities, work assignments, contamination and radiation levels, area postings, emergency procedures, respiratory protection requirements, and any other details necessary to inform workers and ensure personnel and environmental safety. Individuals performing work that day will read and sign the RWP. The RWP will be maintained available for review by all personnel.

- f. **Records:** Records of personnel training, air sample reports, surveys, inspections, form DRC-3, the Temporary Jobsite Authorization (RPD-35)(as applicable), this License, and the Louisiana Radiation Regulations will be maintained on site during any NORM work activities.
- g. **Contamination Controls:** Depending on site conditions and layout, plastic sheeting, Visqueen plastic, rubber or plastic mats, drip trays, cement or plastic lined slabs, and other material considered "non-porous", hereafter referred to as "protective sheeting" or "protective materials", shall be used to minimize the potential spread of contamination. It may not be necessary in all instances, such as when performing NORM activities on decking or diamond plate surfaces on offshore platforms, to use protective sheeting. The purpose of protective sheeting or materials is to minimize the contamination of areas, soils, lands, waters, and materials that would require extensive decontamination or remediation beyond that necessary to decontaminate the protective sheeting. It is also the intended purpose of protective sheeting to minimize the volume of waste generated.
- h. **Personnel Contamination:** All personnel exiting posted areas will perform, as a minimum, a hand and foot frisk. All individuals wearing protective clothing while working in Controlled Areas shall, upon exit, perform a whole body frisk. Any reading above background when performing a personal frisk shall be cause for removal of the contamination and resurveying.
- i. **Loose Contamination Check:** Containers and equipment used in NORM activities may be wiped or smeared for loose surface contamination to evaluate general radiological conditions. No containers will be released for unrestricted use which show loose surface contamination at levels equal to or greater than twice background.
- j. **Release for Un-restricted Use:** Prior to removing materials, items, or equipment from posted Radioactive Materials or Restricted Areas, the materials, items, or equipment shall be surveyed for loose contamination as detailed in Section 6 of this license. In addition, a fixed contamination survey shall be performed of materials, items, and equipment prior to release for un-restricted use. Materials, items, or equipment showing loose or fixed contamination at levels above background shall not be released for un-restricted use. Items Philip Services is contracted to decontaminate, such as pipe, valves, vessels, and tanks, may be released with fixed contamination at levels above background, however, provided those levels are below the "exemption" levels established in LAC 33:XV Chapter 14, as directed by the contracting client.
- k. **Radiation and Contamination Survey:** Radiation and contamination surveys will be performed of controlled areas as directed by the NS.
- l. **Air Sampling:** During NORM activities, air samples will be taken of the workers "breathing zone" and at the radiological boundary.
- m. **Work Area Decontamination:** When NORM activities will be continued the next day, the work area should be decontaminated or washed at the end of the work shift. This ensures that no contamination is spread to non-controlled areas and facilitates final cleanup/decontamination at job completion. Washwater will be dispositioned as per section 4.1.p.
- n. **Sampling of Waste Stream:** A representative sample of NORM waste mixture may be taken and sent to an approved laboratory for radioanalysis, as required by the General Licensee or client.
- o. **Waste Minimization:** To the greatest extent possible, wash or process water will be recycled to minimize the generation of contaminated fluids. All remaining wastewater will be sampled and analyzed by an approved laboratory for radioactivity and disposed of as per present regulations and

policies. At no time will contamination of soils or ground to 5 picocuries per gram or above be caused by disposal of wastewater or other NORM contaminants.

- p. **Waste Disposal:** All waste materials generated from NORM activities will be surveyed, decontaminated and/or disposed of in accordance with present regulations and policies.
- q. **Records and Documentation:** Records of NORM related activities must be properly recorded and documented in accordance with this License and the LRR.
- r.. **Closure:** When temporary jobsite NORM activities are complete, a release survey shall be conducted in accordance with procedures of the Division's current "Implementation Manual for Management of NORM in Louisiana" and as per this license.

4.2 PIPE CLEANING

Pipe Cleaning will be conducted in accordance with the following general discussion:

- a. **Pipe Cleaning Procedure:** Pipe or tubulars will be cleaned using a high pressure water lance, flex auger, dry method, or fixed auger system. The water lance pressure wand will have a multi-port tip attached to it allowing circumferential spraying inside the pipe/tubular. All wash fluids will be recycled and filtered to minimize waste.
- b. **Work Area Safety:** Workers handling pipe shall make every effort to minimize their exposure during the cleaning process by standing upwind of the cleaning system, not aggressively disturbing the NORM, and proceeding in a slow, safe and deliberate manner.
- c. **Protective Equipment:** Respirators and protective clothing will be used as prescribed by the NORM Supervisor and detailed in the RWP.
- d. **Air Monitoring:** Breathing zone and boundary area air samples shall be taken as prescribed in the General Section above and the Health Physics Section of this License. Boundary air samples shall be taken on the downwind side, if wind conditions exist.
- e. **Inspections:** Periodic inspections of the work area during pipe cleaning will be performed by the NORM Supervisor, Work Supervisor and HS&E Officer, as prescribed in Section Two and the General Section of this License.
- f. **Gamma Dose Measurement:** After the pipe has been verified free of loose contamination the cleaned pipe will be surveyed for fixed contamination gamma activity with a Ludlum Model 3 instrument, or equivalent.
- g. **Final Decontamination Procedures:** When pipe cleaning activities are complete the work area will be completely decontaminated and all NORM contaminated materials returned to the client for disposal. Water used for decontamination of the work area will be filtered and sampled. Upon completion of each job. NORM contaminated filters will be pressure washed to remove NORM solids. Each filter will be surveyed for contamination. If levels recorded are less than 50uR/hr, they will be packaged into containers in which their cumulative exposure reading is less than 50 uR/hr and sent to an approved landfill. Any filters that cannot be decontaminated will be returned to the Customer or sent to an approved NORM disposal facility.
- h. **Closure:** Concurrent with decontamination of the work area, a radiation and contamination survey will be performed to ensure the work area is returned to pre-cleaning conditions. Surveys and release will be performed as per the Health Physics Section of this License.
- i. **Waste Manifest:** NORM wastes returned to the client will be transferred and manifested as per current Louisiana Radiation Regulations.

4.3 LAND AND SOIL REMEDIATION

NORM contaminated soils and lands will be remediated (decontaminated) using equipment such as backhoes, graders, front end loaders, and shovels. Methods will consist of placing the contaminated material in drums, cutting boxes, or other suitable containers. Containerized wastes will be returned to the client, treated, or encapsulated for disposal. The following procedures outline land and soil NORM remediation:

- a. **Radiological Baseline Survey:** Prior to commencing remediation, a thorough radiological assessment of the area should be performed, as directed by the client. The assessment will help to minimize the amount of non-contaminated soil and land that is removed during the remediation process and will ensure that contaminated areas are properly remediated.
- b. **Decontamination Procedure:** Contaminated soil and land will be extracted by use of a backhoe, trowels, shovels, graters, or other appropriate means and will be immediately transferred to suitable drums, cutting boxes or other appropriate containers.
- c. **Site Surveys and Screening:** Radiological screenings, surveys, and sampling should be performed regularly during remediation to monitor and control the decontamination process.
- d. **Labeling and Survey:** All containers will be surveyed as discussed in the Health Physics Section of this License. Containers shall be labeled as per the client's procedures and current radiation regulations (LAC 33:XV:453 and Sect. IX.B of Implementation Manual for Management of NORM). As a minimum all containers shall be labeled as NORM, the contents, the date, the owner, and the maximum dose rate in microroentgens per hour.
- e. **Radiological Controls:** Radiological controls and worker protection procedures will be incorporated into decontamination procedures as discussed in the General Provisions section, the Health Physics Section, and the General Section discussion above in this License.
- f. **Release Survey:** At job completion a release survey shall be performed of the remediated area as described in the Health Physics Section of this License and per LAC 33:XV:1417. Once contaminated, areas may not be released for un-restricted use prior to closeout authorization by the Radiation Protection Division of the Louisiana Department of Environmental Quality, if applicable.

4.4 VESSEL AND TANK CLEANING

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NORM contaminated tanks or vessels will be cleaned by use of vacuum trucks, shovels, or portable vacuum systems. Tanks or vessels evaluated as confined spaces will be treated as such in accordance with 29CFR1910.

- a. **Cleaning Procedures:** NORM contaminated tanks and vessel will be cleaned by use of vacuum systems, vacuum trucks, shovels, or by pumping the waste to a volume reduction unit. Other methods may also be employed as necessary as long as the requirements of this License are maintained. The area around the tanks or vessels to be cleaned shall be protected from NORM contamination with suitable impermeable protective materials.
- b. **Radiological Controls:** Radiological controls, postings and worker protection procedures will be incorporated into tank cleaning activities as discussed in the Health Physics Section, and the General Section above.
- c. **Confined Spaces:** Tanks or vessels defined as Permit Required Confined Spaces will be cleaned in accordance with Federal Regulations detailed in 29CFR1910 regarding confined space entry.
- d. **Contamination Minimization:** Workers handling the vacuum, hoses, or containers shall make every effort to minimize NORM exposure to themselves and the environment during the cleaning process. Attachment or detachment of hoses, fittings or valves should not result in spillage of NORM materials to unprotected areas.
- e. **Safety Equipment:** Respirators and protective clothing will be required as prescribed by the NORM Supervisor and detailed in the RWP.

- f. **Air Samples:** Breathing zone and boundary area air samples shall be taken as prescribed in the General section above and the Health Physics section. Boundary air samples shall be taken on the downwind side, if wind conditions exist.
- g. **Inspections:** Periodic inspections of the work area during cleaning operations will be performed to ensure operations proceed in a safe manner as prescribed in Section 2 and the General Section above.
- h. **Daily Cleanup:** Prior to completing work for the day, the work area will be secured and cleaned so as to minimize the potential spread of contamination.
- i. **Waste Handling:** NORM materials removed from tanks or vessels will be containerized and returned to the client. NORM shipments, transfers and manifests will be in accordance with current regulations and policy.
- j. **Waste Container Labeling:** Containers shall be labeled as per the client's procedures and current radiation regulations. As a minimum all containers shall be labeled as NORM, the contents, the date, the owner, and the maximum dose rate in microroentgens per hour.
- k. **Surface Contamination Surveys:** Containers holding NORM from the tank cleaning process shall be surveyed for loose and fixed contamination as per the Health Physics Section of this License. No containers will be released for un-restricted use which show loose surface or fixed contamination levels at twice background or greater. Items Philip Services is contracted to decontaminate, such as pipe, valves. Vessels, tanks, etc. may be released with fixed contamination at levels above background, however, provided those levels are below the "exemption" levels established in LAC 33:XV Chapter 14, as directed by the contracting client.
- l. **Release Survey:** End of job release surveys and decontamination shall be performed as discussed in the Health Physics Section and in the General Section above.

4.5 ENCAPSULATION

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- a. **Work Area:** The encapsulation work area will consist of a steel lined tube hole approximately 50 feet deep. At the surface, the area immediately around the tube hole will have an impermeable material such as set concrete to prevent contamination of soils and land and to facilitate cleanup after encapsulation operations are complete.
- b. **Posting:** The encapsulation work area will be cordoned off with radiological rope and posted, as a minimum, "Caution: Restricted Area, Radioactive Materials." The area will contain all of the encapsulation equipment and allow sufficient room for safe operations.
- c. **Monitoring:** All work and monitoring will be accomplished as per the General provisions section above and as per the Health Physics Section of this license.
- d. **Operations:** Encapsulation will be begun by welding or threading a plate or cap onto one end of the steel or PVC capsule and lowering that end into the tube work hole. The capsule will be lowered by a crane, work rig, or other suitably safe means. Once the capsule is lowered into the tube work hole and secured, a portable hopper will be positioned over the tube hole and aligned to gravity feed into the capsule. Containers or drums will be lifted and handled using a forklift, crane, work rig, or other suitable means for dumping the NORM contents into the hopper. Precautions shall be taken to minimize the spread or potential spread of contamination during the dumping. A plastic cover may be used over the handling area, the area may be completely enclosed, HEPA ventilation units may be employed, or the NORM may be kept damp so as to minimize the potential spread of contamination and airborne radioactive material. When the capsule is full the hopper will be removed and either a plate will be welded or a cap will be threaded onto the capsule end. Prior to moving the hopper the immediate work area will be cleaned to the extent necessary to prevent the spread of contamination.
- e. **Exposure Minimization:** Workers handling the drums or containers shall make every effort to

minimize their exposure during the dumping process by standing upwind of the container, not aggressively disturbing the NORM, and proceeding in a slow, safe and deliberate manner.

- f. **Protective Equipment:** Respirators and protective clothing will be used as prescribed by the NS and detailed in the daily RWP.
- g. **Air Sampling:** Breathing zone and boundary area air samples shall be taken as prescribed in the General Section above and the Health Physics Section of this license. Boundary air samples shall be taken on the downwind side, if wind conditions exist.
- h. **Additives:** Water or other fluids may be added to the hopper to facilitate effective flow of the NORM waste into the capsule. A surfactant may be added to the hopper to facilitate flow and assist in hopper decontamination.
- i. **Inspections:** Periodic inspections of the work area during encapsulation will be performed as prescribed in Section Two and the General Section of this license.
- j. **Loose Contamination Survey:** Prior to removing the capsule from the tube hole any spilled NORM from the filling process will be removed from the tube hole work area. Accessible areas of the capsule will be surveyed for loose surface contamination prior to removal from the tube hole. Contaminated capsules will be decontaminated prior to removal from the tube hole, if possible. Immediately upon removing the capsule 100% of the capsule shall be surveyed for loose surface contamination. Any area showing contamination levels at or above twice background shall be decontaminated as per Section 5 of this license.
- k. **Fixed Contamination Survey:** After the capsule has been verified free of loose contamination the capsule will be surveyed with a Ludlum Model 3 instrument, or equivalent, and labeled according to the client's NORM procedures. As a minimum, each capsule will have the date and maximum dose rate grease pencilled on it. The capsule will also be identified as NORM.
- l. **Manifests:** NORM capsules returned to the client will be transferred and manifest as per current Louisiana Radiation Regulations and DOT 49 CFR.
- m. **Decontamination:** When encapsulation activities are complete the work area will be completely decontaminated and all NORM contaminated materials returned to the client for disposal. Water used for decontamination of the work area will be filtered and sampled. If the activity exceeds 30 pCi/ml the water will be further filtered or disposed of as NORM waste. Contaminated filters will be returned to the client.
- n. **Release Survey:** Concurrent with decontamination of the work area a radiation and contamination survey will be performed to ensure the work area is returned to pre-encapsulation conditions. Surveys and release will be performed as per the Health Physics Section of this license.

4.6 VOLUME REDUCTION

NORM Waste treatment and volume reduction will be conducted in accordance with the following general discussion:

- a. **Volume Reduction:** NORM contaminated soils, sludges, scales, or other residue may be treated in a waste treatment device consisting of various mesh screens and a shaker designed to separate the material into respective particle sizes. Operations around the volume reduction device shall be conducted so as to minimize spillage of and to prevent the uncontrolled release of NORM to the environment.
- b. **Work Area Safety:** Workers handling NORM contaminated materials in the volume reduction and

treatment unit shall make every effort to minimize their exposure during the cleaning process by standing upwind of equipment, not aggressively disturbing the NORM, and proceeding in a slow, safe and deliberate manner.

- c. **Protective Equipment:** Respirators and protective clothing will be used as prescribed by the NS and detailed in the RWP.
- d. **Air Monitoring:** Breathing zone and boundary area air samples shall be taken as prescribed in the General Section above and the Health Physics Section of this License. Boundary air samples shall be taken on the downwind side, as appropriate.
- e. **Inspections:** Periodic inspections of the work area during volume reduction will be performed by the NS, Work Supervisor and HS&E Officer, as prescribed in Section Two (Responsibilities) and the General Section of this License.
- f. **Release for Un-Restricted Use:** No equipment or materials will be released for un-restricted use showing the presence of loose or fixed contamination at levels above background. Material PHILIP SERVICES is contracted to decontaminate may be released with fixed contamination at levels above background, however, provided those levels are below the "exemption" levels established in LAC 33:XV Chapter 14, as directed by the contracting client.
- g. **Final Decontamination Procedures:** When remedial/treatment activities are complete the work area and equipment will be completely decontaminated and all NORM contaminated materials returned to the client for disposal. Water used for decontamination of the work area will be filtered and sampled. Contaminated filters will be returned to the client. Components separated from the NORM waste will be sampled and stored in suitable containers or on protective surfaces until such time that the material is verified as decontaminated pursuant to current applicable regulations.
- h. **Closure:** Concurrent with decontamination of the work area a radiation and contamination survey will be performed to ensure the work area is returned to pre-cleaning conditions. Surveys and release will be performed as per the Health Physics Section of this License.
- i. **Waste Manifest:** NORM wastes returned to the client will be transferred and manifested as per current Louisiana Radiation Regulations and DOT 49CFR.

4.7 NORM TREATMENT (SLURRYING)

- a. **Container Handling:** A forklift, crane will be utilized to move paletted drums or containers containing NORM waste from a temporary NORM storage area to the area of the NORM mixing tank. A crane or other suitable rigging will then be utilized to place the paletted drums or container on top of the mixing tank in the immediate vicinity of the inlet hopper. For drums, a drum handler will then be attached to the crane. The drum handler will be capable of tilting the drum 180° to remove its contents. The drum handler will then be attached to a drum and the drum moved as close as possible to the inlet hopper. The lid of the drum or container will then be removed. Utilizing the crane and/or the drum handler the contents of the container will then be immediately emptied into the inlet hopper. A water misting device may be utilized at the inlet to the hopper to minimize NORM airborne contamination. The inlet hopper will contain a screen and a shaker to remove large debris. Large debris will then be further wetted down and washed into a grinder to reduce particulate size prior to entering the mixing tank.
- b. **Container Decontamination:** The emptied drums, lids and rings will then be moved from the top of the mixing tank to a decontamination booth where cleaning and decontamination procedures will take place. All drums will be cleaned according to equipment decontamination procedures in Section 5, and as further discussed in the next paragraph.
- c. **Container Surveys and Release:** Loose Contamination levels on emptied drums will be determined in an area of low background (less than 50 cpm) using a Ludlum Model 2 meter with a GM pancake probe or equivalent. The drums will either be moved to an area of low background and directly

surveyed with the meter or wiped and the wipe taken to an area of low background to be counted. Any sustained increase in count rate equal to or greater than twice background activity will indicate that NORM contamination is present and warrant further decontamination activities. 100% of both the interior and exterior of the drums shall be surveyed.

- d. **Waste Grinding and Mixing:** NORM waste which has entered the mixing tank via the inlet hopper or grinder will be moved using either an auger or a transfer pump located on the bottom of the tank to a chopper pump. The purpose of the chopper pump is to further reduce the particulate size of the NORM waste. Final particulate size of NORM waste will average 100 microns. The chopper pump will discharge back to the mixing tank where the auger/pump will once again be able to move the debris back to the chopper pump. Continuous mixing and grinding will thus be achieved of all NORM waste in the mixing tank.
- e. **Protective Equipment:** Respirators and protective clothing will be used as prescribed by the NS and detailed in the daily RWP.
- f. **Air Sampling:** Breathing zone and boundary area air samples shall be taken as prescribed in the General Section above and the Health Physics Section of this license. Boundary air samples shall be taken on the downwind side, as appropriate.
- g. **Additives:** Water, an extended bentonite in a fresh water environment, a prehydrated bentonite in a saltwater environment, or a polymer will be added to the NORM slurry such that the NORM material will remain suspended until disposal is accomplished.
- h. **Well Pre-Test:** Prior to injecting NORM slurry into a well the injection system valves and lines will be hydrostatically leak tested to 70% of rated test pressure (3,500 psi) using fresh water. If any leaks are found they will be corrected before the NORM slurry injection begins. Water used for the leak test will be either injected into the disposal well or collected and cleaned by a filtering system and treated as NORM waste until the activity of the water has been proven to be less than 60 pCi/ml.
- i. **Well P & A:** Once the NORM slurry has been injected into the disposal well, the well will be "plugged" in accordance with the provisions of the Office of Conservation Statewide Order No. 29-B and the Department of Environmental Quality provisions set forth in LAC 33:XV.
- j. **System Washdown:** Upon completion of the injection process a washdown and flush of affected equipment will be made utilizing a high pressure sprayer. The washdown and flush water will be collected and processed through a set of filters. The filtered water will then be sampled and analyzed by an acceptable laboratory. Water with activity greater than 60 pCi/ml will either be furthered filtered to a level less than 60 pCi/l or stored as NORM waste and disposed of accordingly. When disposing of water with activity less than 60 pCi/ml extreme care shall be taken. At no time will soils be contaminated to a level equal to or greater than 5 pCi/gm.
- k. **Loose and Fixed Contamination Surveys:** All equipment shall be wiped tested for loose surface contamination on all accessible surfaces and be cleaned to a level of less than twice background (Maximum background activity for counting wipes shall be 50 cpm) before leaving the Restricted Area. Additionally, any equipment whose dose rate exceeds twice background at any accessible point as measured in $\mu\text{R/hr}$ shall be handled and controlled as NORM contaminated. Both a radiation and loose surface contamination survey shall be performed on 100% of the accessible areas of all equipment leaving the Restricted Area.

SECTION 5

DECONTAMINATION

5.1 DECONTAMINATION FACILITY AREA

A decontamination area will be made available at the PSC Facility and at Temporary Jobsites for decontamination purposes.

- a. **Facility Layout:** The cleaning area will be located within a posted and cordoned area accessible to trained personnel only. The cleaning area should be constructed so as to prevent the spray or spread of NORM contaminated fluids or materials to uncontrolled areas.
- b. **System Design:** Wash water will be filtered to remove particulate activity and recycled for further washdown operations. Settling tanks will also be used to remove solids from the water. Decontamination activities will stop immediately if any water leaks from the system are noted and shall not recommence until the leak has been corrected.
- c. **Decontamination Procedures:** Decontamination shall be accomplished by the simplest and most radiologically sound method. Wipedown and washing with low pressure water is preferable to hydro-lancing.
- d. **Contamination Check:** Once an item has been decontaminated, the accessible surfaces shall be wipe surveyed for loose surface contamination and counted in an area with a background of less than 50 cpm. Items will not be removed from the decontamination area with loose surface contamination exceeding twice background activity unless they are wrapped or the contamination is otherwise properly contained. After the item has been verified free of loose surface contamination the item will be moved to an area of low background and surveyed for fixed contamination over 100% of all accessible areas. Any item found to contain fixed contamination greater than twice background measured in $\mu\text{R/hr}$ shall not be released for unrestricted use and shall be handled and controlled as NORM contaminated. Items Philip Services is contracted to decontaminate, such as pipe, valves, vessels, tanks, drums, etc., may be released with fixed contamination at levels above background, however, provided those levels are below the "exemption" levels established in LAC 33:XV Chapter 14, as directed by the contracting client.

5.2 PERSONNEL DECONTAMINATION

All personnel shall be fully decontaminated before leaving areas with loose surface contamination. Personnel shall be considered free of contamination when no readings above background are detected when performing a personal frisk.

- a. **Skin Contamination:** Personnel found to be contaminated on their skin shall be decontaminated by washing the affected area using soap and tepid water. A gentle scrubbing action shall be used. Upon completion of the washing evolution, the affected are shall be resurveyed. Areas found to be contaminated after the initial wash shall be re-washed and surveyed until free of contamination. Only injured personnel requiring immediate medical attention shall be allowed to leave the Restricted Area contaminated.
- b. **Clothing Contamination:** Clothing found to be contaminated shall be washed and surveyed until free of contamination. Clothing that can not be decontaminated shall be disposed of as NORM waste.
- c. **Incident Reporting and Documentation:** Any contamination detected on personnel shall be reported immediately to the NS. The NS shall attempt to identify where and how the individual became contaminated. Personnel protective measures and work activities shall be reviewed to prevent a reoccurrence of the incident. The NS shall complete a PSC Incident Report Form for each contaminated individual. This form shall be maintained at the PSC home office for a minimum of five years. The Incident Report Form shall as a minimum contain the following information:

1. The full name of the individual.
2. Date and time the incident occurred.
3. Location(s) on the body and the level(s) to which the person was contaminated.
4. Approximate length of time the person was contaminated.
5. Work location where the contamination occurred and the circumstances involved with the incident.
6. Methods of decontamination and the levels to which the individual was decontaminated to.

d. **Acknowledgement:** After completion of the Incident Form the NS shall review the form with the individual. The individual will then counter-sign the form indicating that all information contained on the form is true and correct to the best of his knowledge.

SECTION 6

HEALTH PHYSICS PROGRAM

6.1 BASIC PRACTICES AND GUIDELINES

Safety is the highest concern to PSC. At all times the workers will follow safe work procedures to protect themselves and their fellow employees from contact with NORM and to prevent the release of NORM contamination to the environment.

At all times, contractors and employees of PSC will maintain activities and operations so that NORM exposure levels are maintained "as low as reasonably achievable" (ALARA). The amount of time that workers are in close proximity to NORM wastes should be kept to a minimum.

6.2 RESTRICTED AND RADIOACTIVE MATERIAL(CONTROLLED) AREAS:

- a. **Establishment of Controlled Area Boundaries:** A boundary marked and posted with the appropriate signs shall be established to limit access to trained personnel. The signs posting the area shall bear the conventional radiation colors (magenta or purple on a yellow background) and the three-bladed tri-foil design. As a minimum the sign shall bear the words:

CAUTION

RADIOACTIVE MATERIALS

Additional postings such as "Radiation Area", "Airborne Radioactivity Area", "Contaminated Area", and "Respiratory Protection Required" may also be utilized depending upon the scope of the work taking place. It will be the NS's responsibility to ensure that such areas are posted properly according to the LRR. The limiting exposure level at the boundary of the Restricted Area is 2000 microrentgen per hour. The Restricted Area should be as small as possible but large enough to comfortably accommodate personnel and equipment as required.

- b. **Access to Controlled Areas:** Access to Controlled Areas shall be limited to individuals that have received training appropriate to the level of hazard they will encounter and as prescribed in section 1012 of LAC 33:XV. No member of the public will be allowed to continuously occupy any area within Philip Services' Controlled Area.
- c. **Protective Clothing:** A minimum of coveralls, gloves, and shoe coverings shall be worn by all personnel who may come into contact with NORM contaminated items when entering a Controlled Area. Any coveralls, gloves or shoe coverings that become torn will be immediately discarded and replaced. Direct skin contact with NORM scale, sludge, solids, waters or materials will be avoided to the maximum extent possible. Upon exiting an area of known or suspected NORM contamination the worker will remove his protective clothing. Receptacles for used protective clothing will be made available at the exit area. All personnel exiting the Controlled Area will immediately proceed to a designated area of low background to perform a contamination frisk.
- d. **Personnel Dosimetry:** All personnel working in a Controlled Area shall be provided with personnel dosimetry devices to monitor the individual's received radiation dose. Dosimeters will consist of either a film badge or a thermoluminescent device. Each dosimeter will be assigned to and worn by a specific person and will bear the name of the individual and/or a number corresponding to the individual assigned. When an employee reports to work they will attach their assigned dosimetry above their waist. At the end of the work day the employee will leave his dosimeter in a low

background location designated by the NS. A "control" dosimeter will be kept at this location at all times and be read at the same frequency as those dosimeters worn by employees. Utmost care shall be taken to prevent dosimeter damage or loss. Dosimeters will be read not less than every three months. Records of readings of the dosimeters will be maintained indefinitely at the home office of PSC. Results of the monitoring will be reported to each individual once results are received. Dosimetry reading services will be provided by Landauer or other qualified vendors.

- e. **Prevention of Accidental Ingestion:** No eating, drinking, chewing of gum or tobacco products or smoking will be allowed within the Controlled Areas.
- f. **Wounds or Cuts:** The presence of open wounds, sores or cuts shall be reported to the NS and covered with bandages and/or protective clothing prior to work in the Controlled Area.
- g. **Accidents and Fires:** The NS and subsequently the RSO shall be immediately informed of any accident, fire, release, or spill. In the event of any accident first priority will always be given to injured personnel. In the event of a fire, priorities will first be given to injured personnel, than to the fire itself. Radiological concerns will be addressed only after conditions involving personnel or fires have been stabilized. In the event of a spill, the Spill Contingency Plan (see Section 7) will immediately be implemented by the person discovering the spill and the NS shall be notified.

6.3 AIRBORNE CONTAMINATION AREAS

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Efforts shall be made to prevent airborne NORM through proper equipment layout, design and use of engineering controls.

- a. **Engineering Controls:** Every practicable effort shall be made to utilize engineering controls (wetting down or NORM, ventilation systems) to reduce airborne contamination levels to an extent where respirator usage will not be necessary. Respirators will be used for worker protection during operations when the possibility for airborne contamination exists at levels above those specified in Appendix A of LAC 33:XV Chapter 4.
- b. **Respiratory Protection:** Persons requiring the use of a respirator shall wear a properly fitted NIOSH/MSHA approved respirator equipped with cartridges capable of removing airborne radionuclides. Persons wearing respirators shall, as a minimum:
 - 1. Have a medical evaluation by a qualified physician at least initially, and annually thereafter, to ensure that the person is physically able to perform work while wearing respiratory protective equipment.
 - 2. Have a fit test performed using the same type of respirator to be used while performing NORM activities at least annually.
 - 3. Be trained in the proper use of respirator equipment.
 - 4. Be made aware that he may leave the work area at any time for relief from respirator use in the event of equipment malfunction, physical or psychological distress, procedural or communication failure, significant deterioration of operating conditions, or any other condition that might require such relief.
- c. **Bioassay Measurements:** Significant intakes by ingestion or inhalation are presumed to occur only as the result of accidents, inadvertence, poor procedure, or similar conditions. Intakes will be evaluated and accounted for by techniques appropriate for the occurrence. Techniques measuring the intake of radioactive material into the body may include whole body counts (the measurement of radioactivity in the body), bioassays (the measurement of radioactivity excreted from the body), or any combination thereof as necessary for timely detection and assessment of individual intakes. The RSO will determine the need for bioassays and/or whole body counts.

6.4 TRAINING REQUIREMENTS

All persons entering Controlled (Radioactive Material or Restricted) Areas shall receive training in the safe handling of radioactive materials.

- a. **Minimum Requirements:** All persons working in Controlled Areas will be trained as outlined in LAC 33:XV:1012. This training should consist of a minimum of eight hours classroom instruction, including practical factors. Records of training and qualifications will be maintained on-site at each job for those personnel involved in radiological work.

Employees and contractors will also be instructed in basic radiation protection control practices as outlined in LAC 33:XV, Chapter 14, Appendix A. The course of instruction will be provided by individuals recognized by the Department of Environmental Quality, Radiation Control Division as having sufficient knowledge and skills to provide such training.

Visitors and short term contractors(working less than 8 hours) entering the Controlled Area will be briefed on the radiological health hazards contained in the area and made aware of precautions to be taken to prevent exposure to NORM. Guidelines used for the briefing shall be those contained in LAC 33:XV, Article 1012.

- b. **Continuing Training:** All personnel working in the Controlled Area will receive, as a minimum, eight (8) hours of radiological training annually. This course will be taught by individuals recognized by the Department of Environmental Quality, Radiation Control Division, as having sufficient knowledge and skills to provide such training.

6.5 RADIATION SURVEYS

Radiation surveys shall be conducted to determine exposure rates, area postings, the presence or absence of loose surface, fixed, and airborne contamination and for establishing baseline and release criteria.

- a. **Determination of Exposure Rates For Restricted Areas:** Radiation surveys shall be conducted to ensure that the exposure rates are less than 2000 microrentgen per hour at the boundary of any Restricted Area. If this exposure rate is encountered anywhere on the boundary of the Restricted Area the NS will immediately be notified.
- b. **Measurement Scope and Frequency:** The Restricted Area boundary and other radiation surveys shall be conducted periodically. Survey results will be reported to the NS. Surveys shall also be conducted in the vicinity of cleaning activities, the decontamination area, associated equipment, and the storage area(s) at the direction of the NS.

6.6 AIR SAMPLING

Air sampling of the breathing zone and the boundary shall be determined to verify airborne contamination levels.

- a. **Determination of Airborne Contamination:** Air sampling will be conducted to identify when persons are exposed to airborne radionuclides exceeding the values specified in Appendix B of LAC 33:XV Chapter 4 or Section 102 of LAC 33:XV. Additionally, air sampling shall be conducted at the boundaries of airborne causing evolutions to ensure that no airborne radionuclides are being released to the environment outside of a Controlled Area. Airborne sampling shall be performed in the "breathing zone" of all workers wearing respirator protection at the direction of the NS.
- b. **Sampling Procedure:** A minimum volume 1.0×10^6 ml (1 m^3) of air will be drawn through a filter paper patch using a standard air sampler. Air samplers will be run for a minimum of 20 minutes at a flow rate of 50 liters per minute (2 cubic feet per minute) to achieve this volume. Longer run times to obtain larger volumes will be allowed at the direction of the NS. Completed air filter samples should be removed from sampler housing and placed in plastic bags for analysis. Tweezers should be used to remove the filter to prevent cross-contamination. The bag should be labeled with the date the air sample was taken, the start and stop times of the sample, air flow rate, the sample location, and the

printed initials of the person taking the air sample. The results of all air samples will be documented and retained for a minimum of five years at the PSC home office.

6.7 BASELINE AND RELEASE SURVEYS FOR TEMPORARY JOBSITES

The purpose of baseline and release surveys is to establish the radiological background conditions of any worksite prior to and following any activities dealing with NORM. Baseline and release surveys shall be conducted on all temporary jobsites in the course of NORM activities. Radiological surveys for land and equipment shall be conducted in accordance with LAC 33:XV Chapter 14 and the guidelines contained in the Implementation Manual for Management of NORM in Louisiana Surveys shall as a minimum include the following:

- a. **Baseline Dose Rate Survey:** Prior to commencing NORM activities at temporary jobsites a dose rate survey of the lands, equipment, buildings, well heads, tanks, or other equipment on site must be completed to establish radiological background exposure levels. Gridded survey maps or plats should be used to record all baseline surveys.
- b. **Survey Procedure:** The immediate work area and adjacent areas shall be surveyed for radioactivity. The survey grid spacing shall not be greater than 10 x 10 meters and dose rates shall be measured and recorded at a minimum spacing of 3 meters. Survey instrument readings must be taken within 1 cm of all objects surveyed. Grid maps or plats used to record survey data shall be constructed so that grid locations can be easily identified and referenced. All notes or other information not recorded directly on maps shall be referenced to grid locations. Maps shall be of sufficient size and scale to contain all survey information, sample locations and all significant objects including: buildings, pits, tanks, roads, cultural and geographic features.
- c. **Anomalous Activity:** Any areas surveyed showing radioactivity levels 2 X background or greater shall be annotated on the grid map for possible sampling.
- d. **Soil Samples:** Representative soil sample of the temporary jobsite should be taken for NORM radionuclide analysis. A minimum of three soil samples shall be taken. The samples may be taken randomly in NORM work and storage areas or in areas showing exposure rates at or above twice background. Sample locations shall be marked on the survey map.
- e. **Survey Copies:** Copies of the baseline survey indicating initial dose rates, soil sample locations, and soil sample results shall be retained indefinitely.
- f. **Job Completion(Release) Survey:** Upon completion of any activities involving NORM, a completion, or release survey shall be made and documented of the work area and its perimeter. Any increase in dose rates as compared to the initial baseline survey shall be noted, documented and reported to the NS. Areas noted with radioactivity above that identified during the baseline survey shall be sampled or decontaminated. Soil samples shall, as a minimum, be taken in the initial three baseline locations and also in areas where increased dose rates have been noted. Soil locations shall be noted on a survey map along with the dose rates taken for the job completion survey.

6.8 SURVEY INSTRUMENTATION

Survey instrumentation used to measure radiation exposure and contamination levels should conform to the following guidelines:

- a. **Exposure Instruments:** Instruments used to determine gamma exposure rates shall be capable of measuring from 1 to 500 microrentgen per hour ($\mu\text{R/hr}$). A Ludlum Model 3 with a Model 44-2 sodium iodide detector (or equivalent) shall be used to perform radiation area surveys.
- b. **Contamination Instruments:** Instruments used to detect alpha and beta particle emitting radionuclides (Ludlum Model 2 with Model 44-9 GM pancake probe or equivalent capable of reading from 1 to 500,000 counts per minute (cpm) will be used to survey contamination levels of personnel and equipment.

- c. **Air Sampling Instruments:** Air sampling devices used to detect airborne contamination in the breathing zone or other area shall be of low-volume design with a volumetric flow rate of at least 50 liters per minute (two cubic feet per minute) and be equipped with a two inch filter holder.
- d. **Calibration Requirements:** Operational checks and battery tests will be performed on all instruments used and the beginning and end of each days activities. Exposure and contamination instruments require calibration every six months. Air samplers require calibration once yearly. All instruments require calibration after servicing.

6.9 ALARA PROGRAM

ALARA PHILOSOPHY

In keeping with radiation protection philosophy and current regulatory requirements, Philip Services will maintain all exposure to personnel and the environment ALARA (As Low As Reasonably Achievable). Exposures will be maintained ALARA by minimizing personnel time spent in the vicinity of radioactive sources and by maximizing the distance from radioactive sources. ALARA practices will also include the necessary surveys, safety/radiological meetings and other measures to track, control and dispose of NORM appropriately and in accordance with this License.

PROGRAM STRUCTURE AND RESPONSIBILITIES

The ALARA program consists of all licensee personnel; including workers, supervisors and management. Program structure and responsibilities include:

a. Licensee Management

Licensee management has the responsibility to generate and maintain company commitment to ALARA principles and practices. Management must also ensure that audits are performed at a frequency and depth to evaluate the success of this ALARA program and to facilitate necessary changes to ensure that all exposures to personnel and the environment are as low as reasonably achievable. Licensee management shall provide direction to the RSO and NS in the development and implementation of the ALARA program

b. Radiation Safety Officer and NORM Supervisor

Developing, implementing and evaluating ALARA procedures are the direct responsibilities of the Radiation Safety Officer and NORM Field Supervisor. The RSO and NS shall take direction from licensee management and oversee the ALARA conduct of all license personnel.

The RSO and NS shall participate in the developing and the administering of the program. He(they) shall also have the authority to enforce any regulations and administrative policies that affect any aspect of the ALARA program. The RSO or NS will be responsible for the continuous surveillance of any areas that apply to the program and addressing the conditions that exist.

c. Radiation Workers

All licensee personnel shall adhere to the rules and procedures established by the RSO and/or NS. The worker must report any unsafe work practices and/or equipment malfunctions that could result in any increase of radiological hazard to the RSO or his designee. The worker may also make suggestions as to improve the ALARA program.

ADMINISTRATIVE PROCEDURES

In order to maintain consistency within the ALARA program it should be the intent of the managers to perform timely inspections and audits of the procedures and operations. Documentation of the findings help to enhance the program by providing future references to make comparisons during the development of an

effective ALARA program.

- a. **Inspections and Audits :** Frequent inspections and audits of operational practices provide management necessary information to conduct an appropriate ALARA program. These inspections shall be made at intervals not to exceed 12 months. Documentation of the inspections and audits shall be maintained.
- b. **Basis for documentation of inspections and audits:**(the following serves as a guideline)
 - 1. Employee exposure records
 - 2. Bioassay results
 - 3. Logs of inspections made of the program
 - 4. Documented training program activities
 - 5. Pre-job briefs
 - 6. Survey and sampling data
 - 7. Facility changes and reviews
 - 8. Discussions of the findings during the inspections and audits
- c. **Training:** NORM training shall include reference to this program and the concepts this program is based on.

WRITTEN PROCEDURES

Standard procedures shall be written for all practices involving the handling, processing, and storage of NORM. These procedures should contain the proper radiation work practices to minimize exposure for all NORM activities.

OPERATING PROCEDURES

The ALARA Program shall be maintained while performing NORM work activities at a temporary jobsite. It is the responsibility of each individual to adhere to the procedures safe radiological work practices.

- a. **Implementation:** During operations, the RSO or NS is responsible for implementing the ALARA program.
- b. **Briefings:** Pre-job briefs shall be conducted prior to commencing work to inform workers of any changes in radiological conditions and new ALARA work practices.
- c. **Surveys:** Surveys shall be performed in accordance with the license application to identify changes in radiological conditions.
- d. **Engineering controls :** Minimization of potential hazards can be accomplished through the use of engineering controls such as ventilation systems, H.E.P.A. units, wetting of materials to reduce airborne contaminants, etc.
- e. **Protection from contaminants:** Protective equipment shall be worn as required to prevent any unnecessary exposure to radioactive materials. It will be the duty of the NORM Field Supervisor to assign the proper protective equipment for tasks associated with NORM.
- f. **Access control:** Access to areas containing NORM should be controlled in such a way as to prevent any unnecessary exposures to personnel or the environment.
- g. **Worker awareness:** Workers shall be made aware of any changes in the program and procedures pertinent to maintaining safe radiological work practices and be reminded of the basics, minimize time and maximize distance.

EQUIPMENT DESIGN AND FACILITY USE

- a. **Facility layout:** The job-site layout should be established in such a manner as to minimize exposure

to personnel while at the same time reducing the risk of exposure to unauthorized persons and the environment.

- b. **Equipment placement:** Types of equipment and the placement of the equipment to be used during NORM activities should be considered prior to commencing NORM activities. The placement of equipment should be such that exposures to personnel and the environment are minimized.
- c. **Storage of NORM:** Packages containing NORM should be stored in the designated areas and posted in accordance with the license and the LAC 33:XV to prevent unnecessary exposures to personnel.

SECTION 7

SPILL CONTINGENCY PLAN

This spill contingency plan consists of procedures to follow in the event of a spill of NORM materials. The purpose of this plan is to provide coordinated response to spills or accidental discharges of NORM waste. It will be the responsibility of the NS to ensure that all workers are familiar with this plan. The NS will be responsible for ensuring that the spill is stopped and for any subsequent clean-up and decontamination efforts.

7.1 BASIC SPILL PROCEDURE

The spill contingency plan will follow the basic "S.W.I.M.S." procedures as outlined below. All the steps in the below procedure shall be carried out concurrently with each other.

- a. **Stop the spill.** The primary effort of personnel upon noticing a spill will be to stop the spill. This may be accomplished by such simple operations as shutting a valve, stopping a pump, or tightening a flange or gasket.
- b. **Warn others.** It will be the responsibility of the person noticing a spill to warn other workers in the vicinity of the spill of the danger and to ensure that the RSO is notified of the occurrence as soon as possible.
- c. **Isolate the area.** It will be the responsibility of the persons combating the spill to contain the spill and isolate the area of occurrence to prevent possible inadvertent personnel contamination.
- d. **Minimize spill spread and personnel exposure.** Every effort shall be made by the personnel combating the spill to contain the spill to as small an area as possible. Additionally, it will be the responsibility of all personnel combating the spill to minimize their exposure. Exposure to NORM contaminants can be prevented by the wearing of appropriate protective clothing. Time spent in the spill area will be minimized to prevent unnecessary whole body gamma exposure.
- e. **Secure operations.** All operations which could possibly result in the spread of the spill or which could cause the spilled effluent to become airborne shall be immediately stopped.

7.2 NOTIFICATION REQUIREMENTS

The NORM Supervisor on duty will be responsible for determining which spills and incidents need to be reported to the Louisiana Department of Environmental Quality in accordance with the LRR. Incidents requiring notification shall be reported to the following address and phone number:

Louisiana Department of Environmental Quality
Office of Air Quality and Radiation Protection
Radiation Protection Division
P.O. Box 82135
Baton Rouge, LA 70884-2135
(504) 765-0160

Additionally, the NORM Supervisor shall determine if it is necessary to notify one or more of the key individuals of responsibility at PSC and/or the Health Physics Consultants at the below phone numbers.

Rick Wimberley, Corporate Radiation Safety Officer Work (504) 631-3973
..... Home (318) 828-3897

Bryan Wynn, General Manager Work (318) 233-4889
..... Home(318) 981-3324

Upon detection of a spill or incident requiring notification the RSO will give verbal notification to the Radiation Protection Division.

As a minimum a verbal spill/incident report shall include the following:

1. Name of the NORM Supervisor reporting the spill and/or incident and a telephone number where he may be reached.
2. Location of the spill/incident.
3. Time and date the incident began and ended, or the estimated time of continuation if discharge is continuing.
4. Approximate volume of the spill.
5. Best estimate of the amount of NORM-contaminated material lost, including the method for calculating the spill volume.

Within seven days following a verbal report, a written report shall be submitted to the Radiation Protection Division. The written report shall include:

1. Name of the person who is filling the written report.
2. Time and date of the verbal notification and name of the person who made the verbal notification.
3. Date and time that the spill or incident occurred.
4. Details of the circumstances and events that caused the incident.
5. Best estimate of the amount of NORM-contaminated material lost, including the method for calculating the spill volume.
6. *Description of the remedial action taken to recover any NORM contaminated material and to restore any contaminated area to its original state.*
7. *Procedures or measures which have or will be adopted to prevent the recurrence of the incident.*

7.3 SPILL CLEANUP

- a. **Non-Vacuumable Materials:** In the unlikely event that a spill might migrate or occur over lands not covered by a plastic sheet or Visqueen material, contaminated grounds will be removed with shovels, trowels, loaders, backhoes or other suitable equipment. The contaminated ground will be removed and placed in DOT 17-H steel storage drums or equivalent storage containers. The drums shall be properly labeled in accordance with Chapter 4 of the Louisiana Radiation Regulations. The material from these drums will then be added to the material currently being mixed for injection or disposal.
- b. **Decontamination Level:** The contaminated area will be cleaned until the average reading over a 100 meter square area is background or at the pre-job(baseline) levels. The area will be surveyed with a Ludlum Model 3 MicroR meter or equivalent to determine the extent of the contamination.

- c. **Soil Samples:** Soil samples will be taken from affected areas and sent for analysis to ensure that all contaminants have been removed from the soil.
- d. **Equipment Cleanup:** All equipment will be cleaned and surveyed for both loose surface and fixed contamination. Equipment will be cleaned until loose surface contamination on all accessible surfaces is less than twice background. (Maximum background count rate allowed is 50 cpm). Any equipment found to have fixed contamination at or greater than twice background as measured in microrentgen per hour shall be controlled as NORM contaminated.

Cleanup operations of spills to lands will cease once laboratory results on the soil show that the soil is contaminated at concentrations less than 5 picocuries per gram, or to levels at or less than the baseline conditions.

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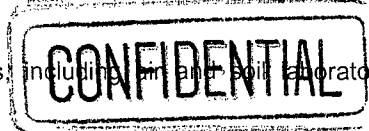
SECTION 8

REPORTING AND RECORDKEEPING

Copies of all records associated with a PSC NORM activities will be kept on location at the jobsite for the duration of the job. All records shall be kept legible and master copies of all records shall be kept at the PSC home office. Records and information to be retained are pursuant to LAC 33:XV §451.

The following records shall be recorded and maintained for a period of not less than 5 years:

1. Training records of all supervisory and operational personnel.
2. All radiation surveys conducted before, during and after operations on Temporary Jobsites.
3. All environmental monitoring records, including air and soil laboratory results.
4. All records of decontamination and/or spill cleanup operations.
5. Records of all material processed at a specific facility. This shall include the generator of origin, date shipment was received, the number of drums or packages received, and the maximum dose reading and smearable contamination reading on each drum or package.



The following material must be retained for an indefinite period:

1. Records of all personnel monitoring data.
2. Records of the results of surveys used to evaluate release of NORM effluent to the environment.
3. Records of disposal of radioactive material.

SECTION 9

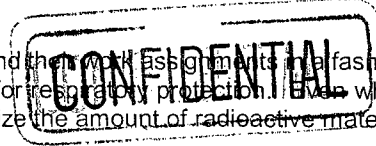
RESPIRATORY PROTECTION PROCEDURE

9.1 PURPOSE

This procedure delineates precautions and procedures for the use of respiratory protection equipment. Included in this procedure are items concerning selection, use, maintenance, and issuing of respirators. This procedure also addresses Medical and Bioassay evaluations.

9.2 RESPONSIBILITIES

1. The Radiation Safety Officer (RSO) is responsible to ensure that all aspects of this procedure are implemented. The RSO is responsible to ensure that all the necessary materials to implement this procedure are available, that potential wearers of respirators are properly trained and knowledgeable in the use of respirators, that respirator maintenance is accomplished as provided by this procedure, and that respirators are properly selected, issued, and used. It is also the responsibility of the RSO to determine the need for medical and bioassay evaluations.
2. All personnel wearing respirators are responsible to ensure that they are trained and knowledgeable in the use and maintenance of respirators. Personnel should also be knowledgeable in the requirements to wear respirators. They should ensure that they maintain themselves qualified to wear respirators.
3. It is the responsibility of all personnel to conduct themselves and their work assignments in a fashion so as to minimize, to the greatest extent possible, the need for respiratory protection. Even while wearing respirators it is each worker's responsibility to minimize the amount of radioactive material disturbed into the air.



9.3 MATERIALS

The equipment and materials necessary to implement this procedure vary. The following list serves as a guideline of items that should be kept on hand.

- | | |
|-----------------------------------|----------------------------|
| ◆ NIOSH/MSHA Approved Respirators | ◆ Iodine cleaning solution |
| ◆ Respirator Filters | ◆ Resp. Repair Kit |
| ◆ Irritant Smoke Tubes | ◆ Air Sampler |
| ◆ Air Sample Filters | ◆ Air Sample Data Log |
| ◆ Ziplock bags(for A/S filters) | ◆ Alcohol wipes |
| ◆ Respirator Qualification Sheet | ◆ Faceshields |
| ◆ HEPA Ventilation Unit | |

9.4 OPERATING WITH RESPIRATORS

9.4.1 Respiratory Protection Philosophy

1. Respirators will be prescribed only when it is likely that a potential for the inhalation or ingestion of radioactive material exists at levels above those prescribed in section 102 of LAC 33:XV, or for use in oxygen deficient or toxic contaminant confined space entries. Respirators will not be a contamination control method nor will they be used as a substitute for engineering or process controls. Respirators will be used as a last choice when other alternatives are not feasible, physically or economically.
2. To the greatest extent practical, PSC, will incorporate process or engineering controls to limit concentrations of radioactive materials in the air to levels below those specified in LAC 33:XV Chapter 4 Appendix A. These controls will also be used to assist in confined space entries.

These controls will include, but are not limited to, system venting, system flushing, and the use of containments and HEPA filtered ventilation systems.

3. Contaminated equipment or areas may be wiped down or decontaminated to limit the potential for airborne radioactive materials or toxic contaminants and the need for respirators.
4. Good work practices will be incorporated so as to limit the potential for airborne radioactive materials or toxic contaminants and the need for respirators.

9.4.2 Respirator Selection

1. When personnel are to enter an Airborne Radioactivity Area or a confined space, or are to perform work which might disturb radioactive materials into the air, the use of a respirator may be required. The RSO, or NORM Supervisor will determine when respirators are justified for any maintenance activity and shall use the following considerations:
 1. Nature of the maintenance activity.
 2. Levels of NORM contamination.
 3. Duration of the task.
 4. The use and effectiveness of engineering and process controls.
 5. The potential for decontamination.
 6. Any other hazards present such as hydrogen sulfide, ammoniums, or oxygen deficiency.
2. The RSO will select the appropriate respirator so as to ensure that the average concentration of radioactive material inhaled during respirator use does not exceed the concentrations specified in Appendix B of LAC 33:XV Chapter 4. In the case of confined space entries, respirators will be selected for oxygen deficient atmospheres and to limit toxic contaminant exposure to levels below the PEL.
3. Half-face, full face negative pressure, supplied air, and self contained air respirators may be used, depending on the type and levels of contaminants encountered. For most activities the half face respirator will provide sufficient protection, however, for environments oxygen deficient or contaminated with ammoniums, hydrocarbons, or hydrogen sulfide, the RSO may determine that the self-contained breathing respirator is warranted.
4. As discussed in section 9.4.1 respirators will be used only when necessary to limit the potential ingestion or inhalation of radioactive materials or toxic contaminants, or in oxygen deficient atmospheres. When it is necessary or warranted to use respirators it is important to select a respirator that will adequately protect the worker but will not unnecessarily burden him. Negative pressure full-face respirators and SCBA's, in particular, increase worker fatigue and limit the time the worker may work safely.
5. If the RSO determines that respirators are warranted based on the items in 9.4.2.1 above, the RSO will specify the type of respirator and for what work activity it is to be worn on the Radiation Work Permit(RWP) or on the confined space permit.

9.4.3 Respirator Fit Test

1. To ensure a given respirator affords a worker the prescribed protection, fit tests will be performed by every potential respirator wearer with any and every respirator type that might be worn (i.e half face, full face negative pressure, SCBA, etc.)
2. Fit tests will be performed initially, prior to respirator use, and with refresher training.
3. Qualitative fit tests are performed by donning the respirator, performing a negative pressure face seal test, and then testing the face seal area with an irritant or aroma smoke. By covering the face seal area with the irritant or aroma smoke and breathing naturally the respirator wearer immediately recognizes whether his/her respirator fits properly.

4. Fit test dates should be recorded on the Respirator Qualification Sheet.

9.4.4 Issuing Respirators

1. Prior to issuing anyone a respirator, the RSO, or his designee, will determine that the individual is qualified to wear that type of respirator.
2. As a minimum, the following items will be verified for each wearer.
 1. Physical examination
 2. Fit test
 3. Training
 4. Type and size of respirator, if appropriate
3. Either the RSO or a designated individual will verify that workers are qualified to wear a given type of respirator.
4. Respirator qualifications need only be verified once during a given job as long as any individual's qualifications will not expire during the job.

9.4.5 Using Respirators

Inspection

1. Each person issued a respirator will be required to inspect the respirator prior to its use to ensure that it is in good operating condition.
2. The inspection should include the tightness of connections and the condition of the harness, the coverings, the filter(s), the canister(s), and the cartridge(s).
3. Each respirator wearer should also ensure that the filter, cartridge, or canister being used is applicable for radioactive particulates or radionuclides. The filter, cartridge, or canister should be specified as 99.97% efficient for protection against radioactive particulates or radionuclides or for use with organic vapors and mists.

Seal Tests

1. To ensure proper protection the wearer of a respirator will check the seal of the facepiece prior to each use by performing a negative pressure seal test.
2. The negative pressure sealing test is performed by covering the respirator's canister or filter inlets with the palm(s) of the hands. The wearer then inhales gently and holds his breath for at least 10 seconds. If the facepiece collapses slightly and no inward leakage of air into the respirator is detected, the respirator fit is considered satisfactory.
3. No one is authorized to use any respirator without first performing a satisfactory face seal test.

Relief From Use

1. Each and every respirator user may leave the area at any time for relief from respirator use in the event of equipment malfunction, physical or psychological distress, procedural or communication failure, significant deterioration of operating condition, or any other condition that might require relief.

2. Relief from use will be included as part of the pre-job brief.

9.4.6 Air Monitoring

Air monitoring will be conducted as prescribed in Section 6.d.

9.5 MEDICAL & BIOASSAY EVALUATIONS

Physicals

1. Workers will be evaluated by competent medical personnel to ensure that they are physically and mentally able to wear respirators. These evaluations will be performed initially and at least annually thereafter.

Bioassays

2. Significant intakes by ingestion or inhalation are presumed to occur only as the result of accidents, inadvertence, poor procedure, or similar conditions.
3. Intakes will be evaluated and accounted for by techniques appropriate for the occurrence.
4. Techniques measuring the intake of radioactive material into the body may include whole body counts (the measurement of radioactivity in the body), bioassays (the measurement of radioactivity excreted from the body), or any combination thereof as necessary for timely detection and assessment of individual intakes.
5. The RSO will determine the need for bioassays and/or whole body counts.

9.6 RESPIRATOR MAINTENANCE (the following serves as a guideline)

Cleaning and Disinfecting

1. Respirators will be cleaned after each use with alcohol or betadine swabs.
2. At the end of each workday the respirators will be washed in soapy water and let to dry.
3. Respirators will be maintained in bags or some other protective enclosure to ensure they do not become contaminated.

Inspection and Repair

4. Respirators will be inspected prior to use, when cleaned and both during and after the day's work.
5. Any respirator not in working condition will be removed from use and repaired.

Storage

6. Respirators will be stored in a clean dry area, preferably out of direct sunlight.
7. Respirators will also be stored in plastic bags or equivalent to ensure they do not become contaminated.

NORM Respiratory Protection

When qualifying your branch specific programs with a third party compliance company it is mandatory that this submittal be completed and forwarded to the designated representative

Submitted By _____ at _____
Branch Location

Program Administrator: _____ Date: _____
Name and Title

Respirator Type: _____ Brand: _____ Model: _____ Cartridge: _____

Alt. Respirator: _____ Brand: _____ Model: _____ Cartridge: _____

Employees Fit Tested: _____ Qualitative _____ Quantitative (Check one)

Name	Social Security Number	Date	Size of Respirator

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Employees Pulmonary Function Tested

Name	Social Security Number	Date	Passed /Failed	Size of Respirator

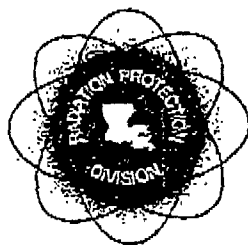
The test subject shall be allowed to pick the most acceptable respirator from a sufficient number of respirator models and sizes so that the respirator is acceptable to, and correctly fits, the user.

*Philip Services will not dictate to the specific branches the brand or model of respirator to be utilized but will require the selection be from the following:

3-M	Scott	Drager	MSA
North	Protec	A.O (American Optical)	

DEPARTMENT OF ENVIRONMENTAL QUALITY
OFFICE OF AIR QUALITY AND RADIATION PROTECTION

RADIOACTIVE



MATERIAL LICENSE

LOUISIANA RADIATION PROTECTION DIVISION
P.O. BOX 82135
BATON ROUGE, LOUISIANA 70884-2135

Pursuant to the Louisiana Environmental Quality Act (Louisiana Revised Statutes 20:2101 et seq.) and the Louisiana Radiation Regulations, and in reliance on statements and representations heretofore made by the licensee, a license is hereby issued authorizing the licensee to receive, acquire, own, possess and transfer radioactive material for the purpose(s) and at the place(s) designated below. This license shall be deemed to contain the conditions specified in the Louisiana Revised Statutes 20:2105 of the Louisiana Nuclear Energy and Radiation Control Law, and is subject to all applicable rules, regulations, and orders of the Louisiana Radiation Protection Division now or hereinafter in effect, including the Louisiana Radiation Regulations (LAC 33:XV) and to any condition specified in the license.

LICENSEE Philip Services/Louisiana, Inc. 138 Tiger Court Morgan City, Louisiana, 70380 Attention: Rick Wimberley, Corporate Radiation Safety Officer	LICENSE NUMBER	EXPIRATION DATE
	LA-6229-S01	July 31, 2002
	AMENDMENT NUMBER 15	PREVIOUS AMENDMENTS ARE VOID
THIS LICENSE ISSUED PURSUANT TO AND IN ACCORDANCE WITH		
Letter SIGNED BY: Michael W. Duke		DATE: June 27, 2000

RADIOISOTOPE		MAXIMUM NUMBER OF SOURCES	MAXIMUM ACTIVITY * OR QUANTITY PER SOURCE	SEALED SOURCE IDENTIFICATION	STORAGE CONTAINER OR EXPOSURE DEVICE
ELEMENT	MASS NO.			CHEMICAL FORM - PHYSICAL STATE	AUTHORIZED USE
Ra	226/ 228	Total	As Needed	Any Chemical Form Radioactive Material From Oil/ Gas Drilling & Production, Chemical Processing, and Related Activities	Decontamination & Maintenance of Equipment, Facilities, Tanks/Vessels, Tubular Goods, Pipe (dry/wet method), and Land, Encapsulation, Volume Reduction, NORM Treatment
Any	3- 247	Total	2 Curies	Any Chemical Form Radioactive Material From Oil/ Gas Drilling & Production, Chemical Processing, and Related Activities	Decontamination of tanks, vessels, equipment, pipe, tubular goods, & facilities; Remediation of lands & soils; Storage for decay

- Radioactive material shall be handled and used only at Philip Services/Louisiana, Inc. 138 Tiger Court, Morgan City, Louisiana (Highway 662, Bayou L'ourse Road, near Amelia, Louisiana), and at temporary jobsites of the licensee in and offshore Louisiana.
- Prior to operation at temporary jobsites, the licensee shall comply with applicable provisions of other regulations of the Department of Environmental Quality and obtain all applicable state and local permits.

* pCi - picocurie; μ Ci - microcurie; mCi - millicurie; Ci - Curie

Rn M 11

Bliss M. Higgins
Assistant Secretary

DATE

July 22, 2000

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DEPARTMENT OF ENVIRONMENTAL QUALITY
OFFICE OF ENVIRONMENTAL SERVICES
PERMITS DIVISION
BATON ROUGE, LOUISIANA 70824-2135

LICENSEE Philip Services/Louisiana, Inc.		LICENSE NUMBER LA-6229-S01	AMENDMENT NO. 15	EXPIRATION DATE July 31, 2002
RADIOISOTOPE ELEMENT	MAXIMUM NUMBER OF SOURCES	MAXIMUM ACTIVITY OR QUANTITY PER SOURCE	SEALED SOURCE IDENTIFICATION CHEMICAL FORM--PHYSICAL STATE	STORAGE CONTAINER OR EXPOSURE DEVICE AUTHORIZED USE

3. The Radiation Safety Officer for this license is Rick Wimberley.
4. Upon beginning a new temporary jobsite involving commercial NORM services, the licensee must notify the Department using the Form RPD-35.
5. The participation in the disposal of NORM into the wellbore of a well to be plugged and abandoned shall have prior written approval from the Assistant Secretary of the Office of Environmental Services.
6. No individual shall handle radioactive material until satisfactorily completing Department accepted training in the safe handling of radioactive materials and who has been designated by Rick Wimberley.
7. Pursuant to LAC 33:XV.104 and Chapter 4 of the Louisiana Radiation Regulations, records of receipt, transfer, and disposal of NORM-contaminated material shall be maintained for five years for inspection by the Department.
8. A quarterly report of job activities shall be submitted to the Department which includes customer name, jobsite location and dates, amount of waste generated, and date the waste was transferred. Such report shall be submitted to the Department no later than 30 days after the end of each calendar quarter.

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9.
 - A. Contamination surveys appropriate to the job shall be performed at each temporary jobsite at the beginning and conclusion of every job, including in the vicinity of waterways.
 - B. Contamination surveys shall be performed monthly at 138 Tiger Court, Morgan City, Louisiana (Highway 662, Bayou L'ourse Road, near Amelia, Louisiana) on the bed of Bayou Boeuf, and in the dock/barge area where NORM contaminated equipment and containerized NORM waste may be loaded or unloaded.
 - C. Survey records shall be maintained for five years for inspection by the Department.
10. Transfer of NORM, NORM waste and NORM contaminated equipment shall only be to persons specifically licensed to receive such material or to persons generally licensed under LAC 33:XV.1408.
11. The licensee is authorized for decay in storage of licensed radioactive waste (other than NORM) received from customers resulting from the decontamination of tanks, vessels, equipment, pipe, tubular goods, and facilities or remediation of lands and soils, provided that the maximum amount does not exceed 2 Curies.

*mCi-microcurie; mCi-millicurie; Ci-Curie

PAGE 1 SIGNED BY:

Bliss M. Higgins
Assistant Secretary

DATE

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DEPARTMENT OF ENVIRONMENTAL QUALITY
OFFICE OF ENVIRONMENTAL SERVICES
PERMITS DIVISION
BATON ROUGE, LOUISIANA 70834-2135

LICENSEE Philip Services/Louisiana, Inc.	LICENSE NUMBER LA-6229-S01	AMENDMENT NO. 15	EXPIRATION DATE July 31, 2002
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RADIOISOTOPE ELEMENT	MASS NO.	MAXIMUM NUMBER OF SOURCES	MAXIMUM ACTIVITY OR QUANTITY PER SOURCE	SEALED SOURCE IDENTIFICATION CHEMICAL FORM--PHYSICAL STATE	STORAGE CONTAINER OR EXPOSURE DEVICE	AUTHORIZED USE
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12. Containerized NORM waste shall not be stored for more than ninety (90) days at either a temporary jobsite or at the permanent facility located at 138 Tiger Court, Morgan City, Louisiana (Highway 662, Bayou L'ourse Road, near Amelia, Louisiana).
13. Containerized waste stored for decay shall be held for no less than ten (10) half lives before disposal. Waste held for decay shall be stored only at the permanent facility located at 138 Tiger Court, Morgan City, Louisiana (Highway 662, Bayou L'ourse Road, near Amelia, Louisiana).
14. Documentation supporting all NORM activities shall be maintained for five years for inspection by the Department. This includes, but is not limited to, training, fit tests, and safety meetings.
15. Except as specifically provided otherwise by this license or LAC 33:XV, the licensee shall possess, handle, and use radioactive material in the schedule of this license in accordance with statements, representations, and procedures contained in the licensee's application dated May 3, 1994 and in all subsequent correspondence.

DLL:bt



INDUSTRIAL SERVICES
GROUP

INDUSTRIES SERVED:

- Chemical
- Government
- Oil & Gas
- Pulp & Paper
- Refining & Petrochemical
- Turnkey Solutions
- Nationwide Network of Facilities

Philip provides NORM cleaning and decontamination using a variety of equipment and processes to enhance EPA and state regulatory compliance. NORM, or Naturally Occurring Radioactive Material, is found in virtually every oil and gas production system. This is caused by certain oil and gas bearing formations which have concentrations of radioactive elements. As a result, these elements are brought to the surface with the fluids and are further concentrated during the production and processing of the product. This creates a localized radioactive source strong enough to be regulated. Therefore, NORM remediation and decontamination is strictly regulated and the procedures used by Philip allows clients to comply with all regulations.



Philip's Morgan City, LA, NORM yard is the largest NORM decontamination facility in North America.

Philip has successfully completed NORM remediation and decontamination projects in gas plants, oil and gas production facilities, paper mills, refineries, chemical plants and abandoned sites. Philip has NORM-specific licenses in Louisiana and Texas, and maintains reciprocal arrangements with "agreement" states.

Decontamination Process

Philip's vessel decontamination methods typically consist of a combination of hydroblasting and heating techniques depending on the degree of contamination. Philip offers both wet and dry methods of tubular cleaning which consist of a 20,000 psi rigid lance and mechanical reaming devices which are, at times, used in concert.

These techniques quickly and effectively remove sediments, scale and other contaminated deposits and can be applied to tubulars, vessels, flow-lines, heat exchangers and pumps, as well as valves and headers. All NORM decontamination is reduced to levels which comply with regulations.



Philip provides comprehensive NORM services including assessment, remediation and decontamination.

Foreign debris and filters are decontaminated upon completion of

each job. Philip has the capability of processing waste to a uniform grade for down-hole disposal. All contaminated waste generated is properly drummed, labeled and transported to the client's preferred destination.

Service and Availability

Philip is committed to finding tailor-made solutions for our clients' industrial cleaning and environmental service needs. Our trained specialists perform detailed assessments to determine the levels of radioactive contamination, as well as prepare project scope, cleaning and disposal requirements. These assessments provide clients with safe, cost-effective solutions for NORM decontamination and site remediation.

NORM Services



Philip can perform services on an hourly or turnkey basis to suit your specific needs. 24-hour emergency response services are also available.

Please call your customer service representative for more information and a no-cost assessment of your situation.

Philip Services is an integrated metals and industrial services company with operations throughout the United States, Canada and Europe. Philip provides steel, copper and aluminum processing and recovery services, together with diversified industrial outsourcing to all major industry sectors. Supported by 14,000 employees at over 350 locations, Philip is North America's leading provider of integrated metals processing and industrial services. Philip's ALLIES® approach allows our clients to outsource non-core functions, so that they can focus on their core businesses. Please contact your local representative for additional services.

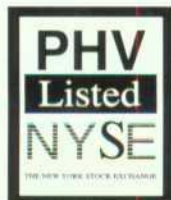


Philip decontaminates a wide variety of tubulars, vessels, flow-lines, heat exchangers, and pumps and provides total waste management.



Philip Services' Oilfield Operations:

Golden Meadow, LA	(504) 475-7770
Venice, LA	(504) 534-2008
Lafayette, LA	(318) 233-4889
Morgan City, LA	(504) 631-3325
Morgan City, LA NORM Facility	(504) 631-3973
Jeanerette, LA Crude Oil Reclamation & NOW Injection Well	(318) 276-5163
Midland, TX	(915) 563-0118
Farmington, NM	(505) 326-2262



Philip Services
Industrial Services Group
5151 San Felipe
Suite 1600
Houston, TX 77056
(888) 937-3669
www.philipinc.com



Responsible Care
A Public Commitment

NORM - Naturally Occurring Radioactive Material

Features & Benefits:

- Assessment, Removal, Transportation & Decontamination Both On-site & Off-site
- Chemical Chelation of Alpha & Beta Generators
- Enhanced EPA, OSHA & State Regulatory Compliance
- Filter Media Decontamination
- Land Remediation
- Radiation Safety Officers
- 24-hour Response
- State Licensed NORM Decontamination Facility
- Trained & Experienced Personnel
- Waste Minimization
- Waste Processing for Down-Hole Slurry



Helping Clients Attain a Competitive Advantage in a Global MarketSM



Fernald

DON J. FERNALD,
Project Manager / QA – QC Officer

Pertinent Facts

B.S., Geology, Northwest Missouri State University, 1984

Selected Professional Development and Certifications:

- OSHA 1910.120 – 40-hour training 1991; refreshers through 2001
- Basic Radiation Worker Training – 1994
- NORM Worker Training - 1997
- Design Workshop for Soil and Groundwater Remediation University of New Mexico, 1992
- Asbestos Inspector Training, 1991-2000
- Asbestos Management/Supervisor Training, 1998 - 2001
- Hazmat IV – Laws Effecting Waste, 1991 (CERCLA – RCRA)

Key Expertise/Rationale for Selection

- Extensive project management experience with remediation projects
- Developer of work plans and health and safety plans for hazardous waste sites
- Regulatory review of remedial action plans
- Environmental assessments to determine the presence and risk of hazardous materials

Career Summary

Experience includes over nine years of managing environmental investigations and conducting remedial activities. Management responsibilities have included safety issues, compliance assurance, estimating and proposal preparation, quality assurance and quality control of site investigations and various types of remediation projects. Has conducted environmental work in 20 states.

Relevant Experience

- Successfully designed, proposed, and managed the closure and remediation of a NORM contaminated oil field in southern Colorado that included removal of NORM impacted tank bottoms and site demolition.
- Extensive experience in conducting surface and subsurface investigations to determine hydrocarbon-related impacts to soil and groundwater. Co-managed an environmental assessment for a 75,000 acre oil lease in west Texas, which consisted of the following: 120 subsurface borings; managed two drilling crews that conducted subsurface sampling; a Naturally Occurring Radioactive Materials (NORM) survey; completed a regulatory compliance review; and compiled information for report submittal.
- Managed remediation activities for over 350 gas production pit locations in northwest New Mexico. The projects consisted of assessment of the locations and subsequent excavation and remediation of hydrocarbon and mercury impacted soils.
- Managed demolition and decommissioning projects for oil and gas field production and processing facilities. Managed and overseen the cleaning and dismantling of numerous petroleum storage tanks ranging from several hundred gallons to over 50,000 barrels.



Thompson

**ROBERT THOMPSON,
PROJECT MANAGER, RSO/HSO**

Pertinent Facts

United States Air Force: Basic Training-
Lackland AFB, San Antonio, Texas;
Technical Training – Lowery AFB, Denver,
Colorado; Duty Station – Kirtland AFB,
Albuquerque, NM
Selected Professional Development and
Certifications:

Key Expertise/Rationale for Selection

- Radiation Safety Officer Training
- NORM Oil and Gas Investigation / Remediation Experience
- Vast knowledge of remediation of oil and gas related waste sites
- Has managed a wide range of large remediation and demolition projects

- OSHA 1910.120/40 Hour Course, Health and Safety of Hazardous Waste Operations; refreshers through 2001
- Radiation Safety Officer – 1995
- Radiation Worker I / Radiation Worker II Training, 2000
- Competent Person Training (Excavations) - 1994
- Naturally Occurring Radioactive Material (NORM) Surveying and Control Course -1995
- OSHA 1926.602 Material Handling Equipment Training - 1997
- DOT 49 CFR – Federal Motor Carrier Safety Regulations - 1997

Career Summary

Over 9 years experience managing and supervising remediation projects. Management and supervisory responsibilities include health and safety implementation, compliance with federal and state agencies laws and regulations, project estimating and proposal preparation, completion of detailed reports summarizing project activities and quality assurance and quality control of various remediation projects. Has completed numerous field characterization studies.

Relevant Experience

- Responsibilities include field supervision, health and safety supervision, scheduling, cost estimating, personnel training, and project management. Project types include soil remediation, (Hg, pH, PCB, Chromium, etc.), NMOCD site assessments, groundwater sampling and monitoring, groundwater remediation systems, soil sampling, waste characterization, and waste transporting and disposal.
- Personnel management and training, personnel and equipment scheduling, equipment management, safety training and supervision, project estimating, scheduling and management. Provided over sight of daily activities and functions associated with projects.
- Various types of hazardous waste cleanup, environmental sampling of soil, field screening of air and soil, installation and maintenance of remediation equipment. Operator of excavation equipment, operation of vacuum truck (Guzzle), operate and maintain personal protective equipment, prepared hazardous waste manifests labeling, DOT and CDC logs, and field activity documentation.



Killion

**CURTIS MORGAN KILLION,
SITE SUPERVISOR**

Pertinent Facts

Selected Professional Development and Certifications:

- OSHA 1910.120 - 40 hour HAZWOPER training, 1991; refresher 1992-2001
- Asbestos Contractors and Supervisors Training Course & Refreshers, 1994 - 2001
- 49 CFR - Federal Motor Carrier Regulations Training, 1993
- 29 CFR - Material Handling Equipment Training, 1994
- Confined Space Training, 1995 - 2000
- Competent Person Training (Excavations), 1996
- Radiation Worker I / Radiation Worker II Training, 2000

Key Expertise/Rationale for Selection

- Demolition expert
- Extensive remediation experience with oil field waste sites
- Vast experience in the use of heavy equipment

Career Summary

Mr. Killion has over eight years of experience in remediation of hazardous waste materials. He has experience in remediation of over 2,500 drip pits, 5,000 mercury-contaminated sites, chromium contamination, PCB sites, and hydrocarbon contamination. Mr. Killion has been involved as an operator in the remediation of hydrocarbon-contaminated drip pits throughout the San Juan Basin, located near Farmington, New Mexico. He has knowledge in completing hazardous waste manifests, labeling, and paperwork.

Relevant Experience

- Mr. Killion acted as site supervisor for the remediation and closure of a radioactive "excellerator pond" located at Los Alamos National Laboratories. Mr. Killion also acted as site supervisor for the demolition of the former waste water treatment plant originally used during the Hanford project at Los Alamos, New Mexico.
- Mr. Killion has worked as an operator and was responsible for monitoring and sampling of hydrocarbon-contaminated pits in the San Juan Basin, located near Farmington, New Mexico.
- Mr. Killion is trained in the operation of trackhoes, front-end loaders, backhoes, demolition equipment, bulldozers, drilling rigs, forklifts, bobcats, cranes, vacuum trucks, and 2-ton trucks and trailers.
- He is knowledgeable in excavation procedures for removal of contaminated soil and debris. He has worked in remediation projects involving mercury-contaminated soil at natural gas meter stations in New Mexico. He is experienced in mercury monitoring and sampling.
- Mr. Killion has developed strong communication skills through his daily involvement with clients, subcontractors, vendors, and co-workers.
- Mr. Killion has acted as site supervisor for various projects using specialized demolition equipment. Mr. Killion is trained in the use of shears, hammers and grapples used in decommissioning projects.



Holden

**DALE HOLDEN,
OPERATOR**

Pertinent Facts

Selected Professional Development and
Certifications:

- OSHA 1910.120 - 40 hour HAZWOPER training, 1997 – 2001
- Radiation Working I/II Training – 2000
- CPR & First Aid, 1998 - 2001

Key Expertise/Rationale for Selection

- Extensive knowledge and experience in the operation of heavy equipment
- Radiation Worker I/II training
- Hazardous Waste training
- Extensive excavation experience in remediation of soils

Career Summary

Has over 30 years of practical experience in the operation of heavy equipment such as front-end loaders, backhoes, blades, bulldozers, trackhoes, cranes, sidebooms, and forklifts. Has three years experience as a heavy equipment operator excavating hydrocarbon-impacted soils at approximately 600 locations.

Relevant Experience

- Worked as a track hoe operator for the remediation of a radioactive contaminated "Excellerator Pond" at Los Alamos National Laboratories.
- Experience in the remediation of hydrocarbon-contaminated drip pits.
- Has developed strong communication skills through involvement with clients, vendors, and co-workers.
- Experienced in operating and maintaining trucks and heavy equipment, including bulldozers, loaders, excavators, backhoes, and blades.
- Has a broad knowledge of well-site preparation including all phases of dirt work, leveling, road building, and reclamation and clean up of reserve pits.
- Experience in installation, placement and removal of natural gas and petroleum pipelines.

**REMIT TO:**

AMEC Earth & Environmental, Inc.
P.O. Box 24445
Seattle, Washington 98124-0445

INVOICE 519502APR-02-2003
Page Number

1

RECEIVED

APR 4 2003

Oil Conservation Division

RECEIVEDAPR 04 2003
Environmental Bureau
Oil Conservation Division

New Mexico, State of
1220 South St. Francis Drive
Santa Fe, NM 87505

ATTENTION: Martyne Kieling**Professional Services Through MAR-21-2003**
-----**Project 2-517-000051 Goodwin Treating Plant Remediation****Hobbs, NM****Project Manager: Martyne Kieling****PO # 00-805-09-17658****Document # 02-098-001032; JPA 02-521-07-167**

LABOR	1,200.00
--------------	----------

OTHER EXPENSES	.00
-----------------------	-----

CURRENT BILLING	1,200.00
NMGRT @ 5.25 %	63.00
AMOUNT DUE THIS INVOICE	1,263.00

TOTAL CONTRACT	284,040.75
PRIOR BILLINGS	272,601.32
CURRENT INVOICE	1,200.00

TOTAL REMAINING	10,239.43
------------------------	-----------

OK to pay
Martyne Kieling
4-4-03

Project Manager: Fernald, Donald J

Terms: Net thirty (30) days (unless otherwise negotiated).
After thirty (30) days from invoice date a late charge of
one and one-half percent (1½%) per month, or the maximum
rate allowed by law may be charged.

Direct all billing inquiries to your AMEC Earth & Environmental, Inc. Project Manager.
Please visit our website at
<http://www.amec.com>

Federal Tax # 91-1641772



REMIT TO:

AMEC Earth & Environmental, Inc.
P.O. Box 24445
Seattle, Washington 98124-0445

INVOICE 519502

APR-02-2003

Page Number

2

Backfilling & Site Restoration

LABOR

	HOURS	RATE	AMOUNT
Senior Scientist	16.00	✓	
Fernald, Donald J	16.00	75.00 ✓	1,200.00
***	16.00		1,200.00 ✓
-----	16.00		1,200.00 ✓
** Total Project	2-517-000051		1,200.00
			=====

Terms: Net thirty (30) days (unless otherwise negotiated).
After thirty (30) days from invoice date a late charge of
one and one-half percent (1½%) per month, or the maximum
rate allowed by law may be charged.

Direct all billing inquiries to your AMEC Earth & Environmental, Inc. Project Manager.
Please visit our website at
<http://www.amec.com>

Federal Tax # 91-1641772

Invoice 519502

4. Back hauling of clean soil from the landfarm facility. The amount to be back hauled will be determined by the existing volume of clean fill currently at the facility and the volume of contaminated soil excavated and removed from the facility.
5. Sampling within the excavations for analysis at an OCD contracted laboratory.
6. Installation of a clay barrier within the excavations if determined appropriate by the OCD.
7. Back filling excavations with clean fill material when the OCD-approved clean up criteria have been met.
8. Providing written weekly updates once fieldwork begins regarding work performed, volumes of material removed, volumes of material hauled in and overall costs. Updates will be submitted monthly during the composting phase.
9. Preparation and submittal of a Phase III report. The report must include the work completed by the Phase III remediation and recommendations for any further remediation activity.
10. The work is more particularly described in paragraph D, herein.

C. MERGER

This Agreement, and attachments thereto, together with NMSHTD Price Agreement No. 00-805-09-17658, constitutes the entire agreement between the parties hereto and all previous agreements, conditions, promises, inducements and understandings shall be deemed to have merged in this Agreement.

D. SUMMARY OF PHASE III REMEDIAL ACTIONS AT THE GOODWIN TREATING PLANT

MOBILIZATION / DEMOBILIZATION					
ITEM NO.	ITEM	UNIT	PRICE PER UNIT	UNITS	COSTS
0003	project scientist/manager	hour	\$63	16	\$1,008.00
0005	field tech II	hour	\$42	16	\$672.00
0006	field tech I	hour	\$40	48	\$1,920.00
0029	trackhoe 2	day	\$550	6	\$3,300.00
0042	Mileage	mile	\$0.25	1,988	\$497.00
0043	per diem	night	\$60	5	\$300.00
0053	pick-up trucks (3)	day	\$50	6	\$300.00
TOTAL				<i>Remaining</i> (a)	\$7,997.00 136.25

ON SITE WORK					
ITEM NO.	ITEM	UNIT	PRICE PER UNIT	UNITS	COSTS

0002	senior scientist	hour	\$75	50	\$3,750.00
0003	project scientist/manager	hour	\$63	120	\$7,560.00
0005	field tech II	hour	\$42	330	\$13,860.00
0006	field tech I (3)	hour	\$40	990	\$39,600.00
0010	secretary	hour	\$29	40	\$1,160.00
0021	PID	day	\$5	30	\$150.00
0029	trackhoe 2 (3)	day	\$550	90	\$49,500.00
0043	perdiem (4 - 5)	night	\$60	165	\$9,900.00
0053	pick-up truck (2)	day	\$50	90	\$4,500.00
0042	mileage	mile	0.25	2,250	\$562.50
TOTAL			<i>Remaining</i> (b) \$130,542.50		7753.50

OFFSITE HYDROCARBON SOIL TRANSPORT AND DISPOSAL					
ITEM NO.	ITEM	UNIT	PRICE PER UNIT	UNITS	COSTS
0045	disposal of contaminated soil	5 bbls = cubic yd	\$20	500	\$10,000.00
TOTAL			<i>Remaining</i> (c) \$10,000.00		- 50.00

ONSITE COMPOST PILE SET UP AND INITIAL WATERING					
ITEM NO.	ITEM	UNIT	PRICE PER UNIT	UNITS	COSTS
0002	senior scientist	hour	\$75	8	\$ 600.00
0003	project scientist/manager	hour	\$63	16	\$ 1,008.00
0005	field tech II	hour	\$42	99	\$ 4,158.00
0006	field tech I (2)	hour	\$40	198	\$ 7,920.00
0010	secretary	hour	\$29	8	\$ 232.00
0021	PID	day	\$5	10	\$ 50.00
0029	trackhoe 2 (2)	day	\$550	20	\$ 11,000.00
0052	water truck	day	\$125	-	\$ -
	Water purchase (at cost)	130 bbl	\$39	34	\$ 1,326.00
	120 bbl transport (at cost)	Hour	\$65	68	\$ 4,420.00
0043	perdiem	night	\$60	30	\$ 1,800.00
0053	pick-up truck	day	\$50	20	\$ 1,000.00
0042	mileage	mile	0.25	750	\$ 187.50
	fence (at cost)	LS	Each	6,000	\$ 6,000.00
	manure/trucking (at cost)	cubic yd	8.75	3,125	\$ 27,343.75
TOTAL			<i>Remaining</i> (d) \$67,045.25		67.99

MAINTENANCE OF COMPOST PILE (3 turning events)					
ITEM NO.	ITEM	UNIT	PRICE PER UNIT	UNITS	COSTS
0002	senior scientist	hour	\$75	6	\$ 450.00
0003	project scientist/manager	hour	\$63	6	\$ 378.00
0005	field tech II	hour	\$42	240	\$ 10,080.00
0006	field tech I	hour	\$40	-	\$ -

0010	secretary	hour	\$29	6	\$ 174.00
0021	PID	day	\$5	15	\$ 75.00
0029	trackhoe 2	day	\$550	15	\$ 8,250.00
	Water purchase (at cost)	130 bbl	\$39	110	\$ 4,290.00
	120 bbl transport (at cost)	Hour	\$65	140	\$ 9,100.00
0052	water truck	day	\$125	-	\$ -
0043	perdiem	night	\$60	18	\$ 1,080.00
0053	pick-up truck	day	\$50	21	\$ 1,050.00
0042	mileage	mile	0.25	2,700	\$ 675.00
TOTAL			Remaining		(e) \$ 35,002.00

\$ 9,129.25

REMOVAL AND DISPOSAL OF HEATER-TREATERS					
ITEM NO.	ITEM	UNIT	PRICE PER UNIT	UNITS	COSTS
	subcontract shear (at Cost)	LS	\$ 2,000.00	1.0	\$2,000.00
0029	trackhoe 2	day	\$550	0.3	\$165.00
0006	field tech I	hour	\$40	3.0	\$120.00
	transport (at cost)	hour	\$60	8.0	\$480.00
	Disposal (at cost)	ton	\$23	20.0	\$460.00
TOTAL			- Remaining		(f) \$3,225.00

\$ - 1411.06

CLAY LINER PLACEMENT					
ITEM NO.	ITEM	UNIT	PRICE PER UNIT	UNITS	COSTS
	clay (at cost)	cubic yd	\$7.50	-	\$0.00
0006	field tech I	hour	\$40	-	\$0.00
0029	trackhoe 2	day	\$550	-	\$0.00
TOTAL					(g) \$0.00

BACKFILLING AND SITE RESTORATION					
ITEM NO.	ITEM	UNIT	PRICE PER UNIT	UNITS	COSTS
0002	senior scientist	hour	\$75	16	\$1,200.00
0003	project scientist/manager	hour	\$63	24	\$1,512.00
0005	field tech II	hour	\$42	99	\$4,158.00
0006	field tech I	hour	\$40	198	\$7,920.00
0010	secretary	hour	\$29	16	\$464.00
0021	PID	day	\$5	10	\$50.00
0029	trackhoe 2	day	\$550	20	\$11,000.00
0043	perdiem	night	\$60	35	\$2,100.00
0053	pick-up truck	day	\$50	20	\$1,000.00
0042	mileage	mile	0.25	900	\$225.00
TOTAL			- Remaining		(h) \$29,629.00

1200.00 ✓

\$4,130.50

33,759.50

34,959.50 \$5,330.50

TOTAL COST FOR JOB	(i) \$284,844.75
Lea County Taxes (NMGRT)	5.25% \$ 14,954.35

TOTAL (i) \$ 284,844.75 + 14,954.35 (NMGRT) = (j) \$ 299,799.10

AMEC APPROVAL: _____

DATE: 1/9/2002 2001

1200.00 Total
63.00 Tax
\$ 1263.00

Invoice	518581	11,019.65
		126.79
Invoice	518665	1,322.57
Invoice	518795	1,840.05
Invoice	518986	63.00
Invoice	519502	
		<u>\$ 14,372.06</u>

total spent in tax

Total Contract	284,040.75
518581	- 209,890.07
	<u>74,142.68</u>
518665	- 2541.79
	<u>71,600.89</u>
518795	- 26,514.32
	<u>45,086.57</u>
518986	- 36,888.55
	<u>8178.02</u>
519502	- 1200.00
	<u>\$ 6,998.02</u>

Remaining

Invoice 518986 Not Payed
Did Not produce the water Hardness

	284,844.75	284,844.75
	291,414.79	291,414.79
Total Remaining?	\$ 8,585.21	8,585.21

284040.75	Contract total
6998.02	
<u>277042.73</u>	Total spent on Contract
14372.06	Tax total spent on tax
<u>\$ 291,414.79</u>	Total Spent.

Kieling, Martyne

From: Kieling, Martyne
Sent: Thursday, March 27, 2003 1:21 PM
To: 'don.fernald@amec.com'
Subject: Invoice 518986-A

Don,

In an e-mail to you on March 12, 2003 I stated that the missing Gibbs Water Sales Item was receipt 004362. I was wrong I must have looked at the lines cross-eyed. It is receipt number 004250 probably for $\$48 + \text{NMGRT at } 5.25\% = \50.52 . I have already received receipt number 004362 and it was paid for on Invoice 518986.

Martyne J. Kieling

Martyne J. Kieling
Environmental Geologist

Kielling, Martyne

From: Kielling, Martyne
Sent: Wednesday, March 12, 2003 8:51 AM
To: 'Don Fernald'
Subject: RE: Goodwin

Don,

On invoice number 518986 for the Gibbs Water Sales Item 004362 dated 09/04/02 did not come with a receipt. If a receipt can be produced I will accept a separate invoice just for that item.

\$48 + NMGRT at 5.25% \$ 2.52 = \$50.52

will be looking for the last invoice for approximately \$1200. Thanks for all of your help.

-----Original Message-----

From: Don Fernald [mailto:don.fernald@amec.com]
Sent: Wednesday, March 12, 2003 8:28 AM
To: Kielling, Martyne
Subject: Goodwin

Hi Martyne,

You were right about the last invoice, it should be about \$1200 plus tax. You can expect it by months end/1st part of April. In review of the other financials, I noted that Invoice 518986 dated Dec 23rd was short paid by \$50.52. Could this be for a vendor pass through backup invoice that you didn't receive? Please call me if you have any questions or need anything.

Best Regards,

Don Fernald
AMEC Earth & Environmental
2060 Afton Place
Farmington, NM 87401
Ph: (505) 327-7928
Fx: (505) 326-5721
don.fernald@amec.com

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RECEIVED

INVOICE

REMIT TO:

AMEC Earth & Environmental, Inc.
P.O. Box 24445
Seattle, Washington 98124-0445

MAR 17 2003

518986-A

OIL CONSERVATION
DIVISION

DEC-23-2002
Page Number

1

RECEIVED

MAR 18 2003
Environmental Bureau
Oil Conservation Division

New Mexico, State of
1220 South St. Francis Drive
Santa Fe, NM 87505

ATTENTION: Martyne Kieling

Professional Services Through DEC-20-2002

Project 2-517-000051 Goodwin Treating Plant Remediation

Hobbs, NM

Project Manager: Martyne Kieling

PO # 00-805-09-17658

Document # 02-098-001032; JPA 02-521-07-167

LABOR

OTHER EXPENSES

48.00

CURRENT BILLING

48.00

NMGRT @ 5.25 %

2.52

AMOUNT DUE THIS INVOICE

50.52

TOTAL CONTRACT	284,040.75
PRIOR BILLINGS	272,550.80
CURRENT INVOICE	50.52

TOTAL REMAINING	11,439.43
-----------------	-----------

OK to pay 4-14-03 myk
~~Do Not Pay~~
AMEC Has ~~not~~ produced #004250
the water bill Receipt For \$48
+ 5.25%
50.52

Martyne Kieling

Project Manager: Fernald, Donald J

Terms: Net thirty (30) days (unless otherwise negotiated).

After thirty (30) days from invoice date a late charge of
one and one-half percent (1½%) per month, or the maximum
rate allowed by law may be charged.

Direct all billing inquiries to your AMEC Earth & Environmental, Inc. Project Manager.

Please visit our website at

<http://www.amec.com>

Federal Tax # 91-1641772



REMIT TO:

AMEC Earth & Environmental, Inc.
P.O. Box 24445
Seattle, Washington 98124-0445

INVOICE 518986-A

DEC-23-2002

Page Number 2

EXPENSES

Supplies & Equipment
Gibbs Water Sales

QTY

RATE

AMOUNT

004362 09/04/02

48.00

48.00

** Total Project 2-517-000051

48.00

=====

Terms: Net thirty (30) days (unless otherwise negotiated).
After thirty (30) days from invoice date a late charge of
one and one-half percent (1½%) per month, or the maximum
rate allowed by law may be charged.

Direct all billing inquiries to your AMEC Earth & Environmental, Inc. Project Manager.
Please visit our website at
<http://www.amec.com>

Federal Tax # 91-1641772



**Fax**

To	Martyne Kieling	From	Randee Aguilar
Company	State of New Mexico	Direct Tel	602-272-6848
Fax	505-476-3462	Fax	602-269-6834
Date	04/01/03	Pages	4 (Inc. this page)

Subject Invoice # 518986-A and Back up

Martyne,

Attached is invoice 518986-A and the back-up for those charges.

Please call me if you have any questions.

Thank you,
Randee Aguilar
AMEC E & E
Billing/Revenue Accountant

AMEC Earth & Environmental, Inc.
3232 W. Virginia Ave
Phoenix, AZ 85009
Tel +602-272-6848
Fax +602-272-6834
www.amec.com

This fax message is confidential. If you are not the intended recipient please notify us by telephone as soon as possible and either return the message by post or destroy it. If you are not the intended recipient, any use by you of its contents is prohibited.

APR-01-03 08:38AM FROM-AMEC

4258213750

T-808 P.002/002 F-632

KANDER

H.

NO. 50

NAME: <u>HEO NEZ (AMEC)</u>		DATE: <u>9-4-03</u>
ADDRESS: <u>(505) 327-7928</u>		
CITY, STATE, ZIP: <u>FARMINGTON NM</u>		
PAID BY:	CASH	CREDIT
ON ACCT.	ADJ. BY:	PAID OUT

QUAN.	DESCRIPTION	AMOUNT
1	LOADS FW	8.00
2	SUBTOTAL	48.00
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		

CUSTOMER'S ORDER NO. 2517000051-5 RECEIVED BY: [Signature]

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51240 02001 RECIFORM

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APR 14 2003
Environmental Bureau
Oil Conservation Division

A/P RECEIVED
OCT 14 2002

POSTED

OCT 15 2002

Invoice	<u>2517000051-5</u>	10/10/02
Net	6517	5725.00
Amount	48.00	

48.00

56.00



AMEC Earth & Environmental, Inc.
P.O. Box 24445
Seattle, Washington 98124-0445

INVOICE 518986

DEC-23-2002
Page Number

1

New Mexico, State of
1220 South St. Francis Drive
Santa Fe, NM 87505

RECEIVED

DEC 30 2002

OIL CONST
DIVISION

ATTENTION: Martyne Kieling

Professional Services Through DEC-20-2002

Project 2-517-000051 Goodwin Treating Plant Remediation

Hobbs, NM
Project Manager: Martyne Kieling
PO # 00-805-09-17658
Document # 02-098-001032; JPA 02-521-07-167

LABOR 14,025.00

OTHER EXPENSES 21,071.50

CURRENT BILLING 35,096.50
NMGRT @ 6.0625 % 1,842.57
AMOUNT DUE THIS INVOICE 36,939.07

TOTAL CONTRACT 284,040.75
PRIOR BILLINGS 237,504.82
CURRENT INVOICE 35,096.50

Correct Amount 35,048.50
5.25% NMGRT 1,840.05
\$ 36,888.55

TOTAL REMAINING 11,439.43

Approved to pay
Martyne Kieling
1-9-03

Project Manager: Fernald, Donald J

Terms: Net thirty (30) days. After thirty (30) days from invoice date a late charge of one and one-half percent (1½%) per month, or the maximum rate allowed by law may be charged.

Direct all billing inquiries to your AMEC Earth & Environmental, Inc. Project Manager.
Please visit our website at
<http://www.amecee.com>

Federal Tax # 91-1641772



AMEC Earth & Environmental, Inc.
P.O. Box 24445
Seattle, Washington 98124-0445

INVOICE 518986

DEC-23-2002
Page Number

1

New Mexico, State of
1220 South St. Francis Drive
Santa Fe, NM 87505

RECEIVED

DEC 30 2002

OIL CONST
DIVISION

ATTENTION: Martyne Kieling

Professional Services Through DEC-20-2002

Project 2-517-000051 Goodwin Treating Plant Remediation

Hobbs, NM
Project Manager: Martyne Kieling
PO # 00-805-09-17658
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CURRENT INVOICE 35,096.50

5.25% NMGRT
35,048.50
1,840.05
\$ 36,888.55

TOTAL REMAINING 11,439.43

Project Manager: Fernald, Donald J

wait for 1 water Receipt. 9/4/02 \$48

Terms: Net thirty (30) days. After thirty (30) days from invoice date a late charge of one and one-half percent (1½%) per month, or the maximum rate allowed by law may be charged.

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Federal Tax # 91-1641772



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P.O. Box 24445
Seattle, Washington 98124-0445

INVOICE 518986

DEC-23-2002
Page Number 2

Maintenance of Compost Piles

LABOR

		HOURS	RATE	AMOUNT
Senior Scientist				
Fernald, Donald J	10/04/02	2.00		
Fernald, Donald J	12/06/02	2.00		
Fernald, Donald J	12/13/02	1.00		
Fernald, Donald J	12/20/02	6.00		
	***	11.00	75.00	825.00
		11.00		825.00

EXPENSES

		QTY	RATE	AMOUNT
Supplies & Equipment				
Gibbs Water Sales				
	004250	09/04/02	280 bbls \$ 56.00	
No Receipt	004362	09/04/02		
	004355	09/05/02	360 bbls \$ 72.00	
✓	004356	09/06/02	320 bbls \$ 64.00	
	004357	09/07/02	520 bbls \$ 104.00	
	004359	09/09/02	360 bbls 72.00	
	004360	09/10/02	480 bbls \$ 96.00	
	***		464.00	512.00
				512.00

Backfilling & Site Restoration

With The Receipts 464.00

LABOR

		HOURS	RATE	AMOUNT
Field Tech I				
Sena, James M.	12/06/02	20.00		
Sena, James M.	12/06/02	40.00		
Sena, James M.	12/13/02	40.00		
Sena, James M.	12/13/02	22.00		
Sena, James M.	12/20/02	40.00		
	***	162.00	40.00	6,480.00

Terms: Net thirty (30) days. After thirty (30) days from invoice date a late charge of one and one-half percent (1 1/2%) per month, or the maximum rate allowed by law may be charged.

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P.O. Box 24445
Seattle, Washington 98124-0445

INVOICE 518986

DEC-23-2002
Page Number 3

Backfilling & Site Restoration (CON'T)

LABOR

		HOURS	RATE	AMOUNT
Field Tech II				
Penrod, James L.	12/06/02	40.00		
Penrod, James L.	12/06/02	20.00		
Penrod, James L.	12/13/02	20.00		
Penrod, James L.	12/13/02	40.00		
Penrod, James L.	12/20/02	40.00		
	***	160.00	42.00	6,720.00
		-----		-----
		322.00		13,200.00

EXPENSES

		QTY	RATE	AMOUNT
Unit Testing				
Unit Pricing				
Trackhoe		12.00	day(s)	
	R1223H 12/06/02			
Trackhoe		12.00	day(s)	
	R1213F 12/13/02			
	12/07/02 thru 12/13/02			
Trackhoe		8.00	day(s)	
	R1219L 12/13/02			
	***	32.00	550.0000	17,600.00

Unit Charges

Unit Pricing

Mileage

		585.00	Mile(s)	
	R1210F 12/06/02			
Penrod, James				
Mileage		102.00	Mile(s)	
	R1213F 12/13/02			
	12/07/02 thru 12/13/02			
	6 Trips @ 17 Miles			

Terms: Net thirty (30) days. After thirty (30) days from invoice date a late charge of one and one-half percent (1½%) per month, or the maximum rate allowed by law may be charged.

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<http://www.amecee.com>

Federal Tax # 91-1641772



AMEC Earth & Environmental, Inc.
P.O. Box 24445
Seattle, Washington 98124-0445

INVOICE 518986

DEC-23-2002
Page Number

4

Backfilling & Site Restoration

(Con't)

			QTY	RATE	AMOUNT
Unit Charges					
Unit Pricing					
Mileage			17.00		
	R1223G	12/14/02	Mile(s)		
Mileage			17.00		
	R1223G	12/16/02	Mile(s)		
Mileage			17.00		
	R1223G	12/17/02	Mile(s)		
Mileage			500.00		
	R1223G	12/18/02	Mile(s)		
***			1,238.00	.2500	309.50
Per Diem			12.00		
	R1210F	12/06/02	Night(s)		
Per Diem			12.00		
	R1213F	12/13/02	Night(s)		
12/07/02 thru 12/13/02					
Per Diem			2.00		
	R1223G	12/14/02	Night(s)		
Per Diem			2.00		
	R1223G	12/16/02	Night(s)		
Per Diem			2.00		
	R1223G	12/17/02	Night(s)		
***			30.00	60.0000	1,800.00
pick-up trucks (3)			6.00		
	R1223H	12/06/02	Day(s)		
pick-up trucks (3)			6.00		
	R1213F	12/13/02	Day(s)		
12/07/02 thru 12/13/02					
pick-up trucks (3)			4.00		
	R1219L	12/13/02	Day(s)		
pick-up trucks (3)			1.00		
	R1223H	12/14/02	Day(s)		
***			17.00	50.0000	850.00
					20,559.50

Terms: Net thirty (30) days. After thirty (30) days from invoice date a late charge of one and one-half percent (1½%) per month, or the maximum rate allowed by law may be charged.

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AMEC Earth & Environmental, Inc.
P.O. Box 24445
Seattle, Washington 98124-0445

INVOICE 518986

DEC-23-2002

Page Number

4

**** Total Project 2-517-000051 35,096.50**
=====

Correct Amount. \$ 35,048.50

Terms: Net thirty (30) days. After thirty (30) days from invoice date a late charge of one and one-half percent (1½%) per month, or the maximum rate allowed by law may be charged.

Direct all billing inquiries to your AMEC Earth & Environmental, Inc. Project Manager.
Please visit our website at
<http://www.amecee.com>

Federal Tax # 91-1641772

4356

AMEC		DATE 9-8-07	
ADDRESS: 7060 AFTON PLACE			
CITY, STATE, ZIP FARMINGTON, NM			
PAID BY:		PAID OUT	
CASH	C.O.D.	CHARGE	ON ACCT.
QUAN.		DESCRIPTION	
8	1	LOADS FAX	8.00
	2	SUBTOTAL	64.00
	3		
	4		
	5		
	6		
	7		
	8		
	9		
	10		
	11		
	12		
CUSTOMER'S ORDER NO. 5517000051-5			

320 BR LS
OR DR
2517000051-5
GIBBS WATER SALES
P.O. BOX 5331
HOBBS, NM 88240

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FM Approval Sum 10/10/07

FM Approval _____

Project No	Trk	Dept	App	Amount
2517000051	5	6517	5/25/00	44.00

TOTAL 64.00

3.  55

NAME: AMEC (WADS) DATE: 7-5-07

ADDRESS: AFTON PLACE

CITY, STATE, ZIP: FARMINGTON, NM

OLD BY:	CASH	C.O.D.	CHARGE	ON ACCT.	MDSE RTD.	PAID OUT
QUAN.	DESCRIPTION					AMOUNT
9	LOADS FW C					8 00
	SUBTOTAL					72 00
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						
11						
12						

360 BBL'S

2570000315

CIBBS WATER SALES
P.O. BOX 5331
HOBBS, NM 88240

CUSTOMER'S ORDER NO.

4357

NAME: AMEL		DATE: 9-7-02	
ADDRESS: 260 AFTON PLACE			
CITY, STATE, ZIP: ARMINGTON, NM 87901			
PAID BY:		CASH	C.O.D.
CHARGE		ON ACCT.	MOSF RPT.
PAID OUT			
QUAN.		DESCRIPTION	
3		LOADS FW C	
1		8.00	
2		SUBTOTAL	
3		10.00	
4			
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Approval Sen 10/10/02
PM Approval _____

Project No	Task	Dept	Account	Amount
2517000051	5	6517	5725.00	104.00

TOTAL 104.00

4360

NAME: AMEC		DATE: 9-10-02	
ADDRESS: 260 AFTON PLACE			
CITY, STATE, ZIP: ARMINGTON, NM 87401			
PAID BY:		CASH	C.O.D.
		CHARGE	ON ACCT.
		MOSE RTU.	PAID OUT

QUAN.	DESCRIPTION	AMOUNT
12	LOADS FW	8 00
2	SUBSTIAL	96 00
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		

480 B305
 257000051-5
 WATERS
 WATERS WATER SALES
 P.O. BOX 5331
 ARMINGTON, NM 87401

CUSTOMER'S ORDER NO. **257000051-5**

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Approval *Sam* 10/10/02

PM Approval _____

Project No	Task	Dept	Account	Amount
3517000051	5	6517	5725.00	96.00

TOTAL 96.00

(MON) 12 23 2002 14:11/ST. 14:09/NO. 5510763319 P 6

59

NAME: AMEC		DATE: 9-9-02	
ADDRESS:			
CITY, STATE, ZIP			
OLD BY:	CASH	C.O.D.	CHARGE
ON ACCT.	MISC RTD.	PAID OUT	
QUAN.	DESCRIPTION	AMOUNT	
9	LOADS FW @	8	00
	SUBTOTAL	78	00
	360 BBLS		
	<i>[Signature]</i>		
	7022251-5		
	<i>[Signature]</i>		
	GIBBS WATER SALES		
	P.O. BOX 5331		
	HOBBS, NM 88240		
CUSTOMER'S ORDER NO. 8088005 RECEIVED BY:			

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Final Approval Seen 10/10/02

FLS Approval _____

Project No	Trk	Dept	Account	Amount
2517000051	5	6517	572500	72.00

TOTAL 72.00

62

NAME:		AMEE EARTH REMEDIATION		DATE:		7-1-02	
ADDRESS:		2600 AFZON PLACE					
CITY, STATE, ZIP		ARMINGTON, NM 87407					
PAID BY:		CASH	C.O.D.	CHARGE	ON ACCT.	MIXED PAY.	PAID OUT
QUAN.		DESCRIPTION				AMOUNT	
7		LOADS FW @				5.00	
						56.00	
		280 BBS					
		ST 17000051-5					
		WATER SALES					
		P.O. BOX 5331					
		HOBBS, NM 88240					
CUSTOMER'S ORDER NO.		BY:					

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CMT Approval

Am

10/10/02

PM Approval

Project No	Task	Dept	Account	Amount
2517000051	5	6517	5725.00	56.00

TOTAL 56.00

**Fax****To Martyne Kielling****From Randee Aguilar****Company AMEC E & E****Direct Tel 602-272-6848****Fax 505-476-3462****Fax 602-269-6834****Date 01/09/03****Pages 7 (Inc. this page)****Subject Invoice Back-up****Martyn,**

Attached are the Gibbs Water Sales invoices that are on our Invoice 518986. If you need anything else please call me at (800) 248-2472 ext. 174.

Thank you,
Randee Aguilar
Billing/Revenue Accountant

AMEC Earth & Environmental, Inc.
3232 W. Virginia Ave
Phoenix, AZ 85009
Tel +602-272-6848
Fax +602-272-6834
www.amec.com

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FROM

(MON) 12 23 2002 14:09 ST. 14:09/NO. 5510783319 P 7

NO. 62

NAME: AMEE EATON & SONS		DATE: 7-4-02
ADDRESS: 2060 AFTON PLACE		
CITY, STATE, ZIP: FARMINGTON, NM 87401		
PAY TO:	CASH	C.O.D.
CHECK	ON ACCT.	MIXED
PAID OUT		

QUAN.	DESCRIPTION	AMOUNT
7	LOADS FW @	8.00
		56.00
	280 BBLs	
	57000051-5	
	WATER SALES	
	P.O. BOX 5331	
	HOBBS, NM 88240	
CUSTOMER'S ORDER NO.		

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Unit Approval Am 10/10/02

PM Approval _____

Project No	Task	Dapt	Amount	Amount
8517000051	5	6517	5725.00	56.00

TOTAL 56.00

(MON)12 23 2002 14:09/ST. 14:09/NO. 5510763319 P 3

NO.  55

NAME:		AMEC (WADE)			DATE:		7-5-02	
ADDRESS:								
AFTON PLACE								
CITY, STATE, ZIP								
FARMINGTON, NM								
SOLD BY:		CASH	COB.	CHARGE	ON ACCT.	MISC. ETC.	PAID OUT	

QUAN.	DESCRIPTION	AMOUNT
9	LOADS FW C	8 00
	SUBTOTAL	72 06
	360 DALS	
	ESTIMATE 15	
	GIBBS WATER SALES	
	P.O. BOX 5331	
	HOBBES, MISSOURI	
CUSTOMER'S ORDER NO.		

FROM

(MON) 12 23 2002 14:09/ST. 14:09/NO. 5510763319 P 4

NO. **4357**

NAME: AMEC		DATE: 9-7-02	
ADDRESS: 2060 AFTON PLACE			
CITY, STATE, ZIP: FARMINGTON, NM 87401			
SOLD BY:	CASH	C.O.D.	CHEQUE
ON ACCT.	MODS RTR.	PAID OUT	
QUAN.	DESCRIPTION		AMOUNT
13	LOADS FWQ		8.00
	SUBTOTAL		104.00
53015863			
2517000051-5			
WATER SALES			
P.O. BOX 5331			
CUSTOMER'S ORDER NO. 10385, NMB 00240			

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Approval *Am* 10/10/02
PM Approval _____

Project No	Task	Dept	Account	Amount
2517000051	5	6517	572500	104.00

TOTAL 104.00

FROM

(MON) 12 23 2002 14:09/ST. 14:09/NO. 5510763319 P 6

NO. **59**

NAME AMEC		DATE 9-9-02	
ADDRESS			
CITY, STATE, ZIP			
SOLD BY	CASH	C.O.D.	CHARGE ON ACCT
QUAN.		DESCRIPTION	AMOUNT
9		LOADS FW (2)	8.00
		SUBTOTAL	72.00
		360 BBLs	
		<i>[Signature]</i>	
		7000051-5	
		<i>[Signature]</i>	
		GIBBS WATER SALES	
		P.O. BOX 5331	
		MOORE, NM 88240	
CUSTOMER'S ORDER NO. 00000000 RECEIVED BY: [Signature]			

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SL240 ©2001 **REDFORM**

FM Approval *[Signature]* 10/10/02

FM Approval _____

Project No	Trk	Dept	Account	Amount
3517000051	5	6517	572500	72.00

TOTAL 72.00

(MON) 12 23 2002 14:17/ST. 14:09/NO. 5510763319 P 5

60

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5L240 672001 REFORM

Ben

10/10/02

FIM Approval

Project No	Task	Dept	Account	Amount
3517000851	5	6517	5725.00	96.00

96.00

Invoice 518986 Dec 23-02

4. Back hauling of clean soil from the landfarm facility. The amount to be back hauled will be determined by the existing volume of clean fill currently at the facility and the volume of contaminated soil excavated and removed from the facility.
5. Sampling within the excavations for analysis at an OCD contracted laboratory.
6. Installation of a clay barrier within the excavations if determined appropriate by the OCD.
7. Back filling excavations with clean fill material when the OCD-approved clean up criteria have been met.
8. Providing written weekly updates once fieldwork begins regarding work performed, volumes of material removed, volumes of material hauled in and overall costs. Updates will be submitted monthly during the composting phase.
9. Preparation and submittal of a Phase III report. The report must include the work completed by the Phase III remediation and recommendations for any further remediation activity.
10. The work is more particularly described in paragraph D, herein.

C. MERGER

This Agreement, and attachments thereto, together with NMSHTD Price Agreement No. 00-805-09-17658, constitutes the entire agreement between the parties hereto and all previous agreements, conditions, promises, inducements and understandings shall be deemed to have merged in this Agreement.

D. SUMMARY OF PHASE III REMEDIAL ACTIONS AT THE GOODWIN TREATING PLANT

MOBILIZATION / DEMOBILIZATION					
ITEM NO.	ITEM	UNIT	PRICE PER UNIT	UNITS	COSTS
0003	project scientist/manager	hour	\$63	16	\$1,008.00
0005	field tech II	hour	\$42	16	\$672.00
0006	field tech I	hour	\$40	48	\$1,920.00
0029	trackhoe 2	day	\$550	6	\$3,300.00
0042	Mileage	mile	\$0.25	1,988	\$497.00
0043	per diem	night	\$60	5	\$300.00
0053	pick-up trucks (3)	day	\$50	6	\$300.00
TOTAL				Remaining (a)	\$7,997.00

136.25

ON SITE WORK					
ITEM NO.	ITEM	UNIT	PRICE PER UNIT	UNITS	COSTS

0002	senior scientist	hour	\$75	50	\$3,750.00
0003	project scientist/manager	hour	\$63	120	\$7,560.00
0005	field tech II	hour	\$42	330	\$13,860.00
0006	field tech I (3)	hour	\$40	990	\$39,600.00
0010	secretary	hour	\$29	40	\$1,160.00
0021	PID	day	\$5	30	\$150.00
0029	trackhoe 2 (3)	day	\$550	90	\$49,500.00
0043	perdiem (4 - 5)	night	\$60	165	\$9,900.00
0053	pick-up truck (2)	day	\$50	90	\$4,500.00
0042	mileage	mile	0.25	2,250	\$562.50
TOTAL			Remaining		(b) \$130,542.50

7,753.50

OFFSITE HYDROCARBON SOIL TRANSPORT AND DISPOSAL

ITEM NO.	ITEM	UNIT	PRICE PER UNIT	UNITS	COSTS
0045	disposal of contaminated soil	5 bbls = cubic yd	\$20	500	\$10,000.00
TOTAL			Remaining		(c) \$10,000.00

- 50.00

ONSITE COMPOST PILE SET UP AND INITIAL WATERING

ITEM NO.	ITEM	UNIT	PRICE PER UNIT	UNITS	COSTS
0002	senior scientist	hour	\$75	8	\$ 600.00
0003	project scientist/manager	hour	\$63	16	\$ 1,008.00
0005	field tech II	hour	\$42	99	\$ 4,158.00
0006	field tech I (2)	hour	\$40	198	\$ 7,920.00
0010	secretary	hour	\$29	8	\$ 232.00
0021	PID	day	\$5	10	\$ 50.00
0029	trackhoe 2 (2)	day	\$550	20	\$ 11,000.00
0052	water truck	day	\$125	-	\$ -
	Water purchase (at cost)	130 bbl	\$39	34	\$ 1,326.00
	120 bbl transport (at cost)	Hour	\$65	68	\$ 4,420.00
0043	perdiem	night	\$60	30	\$ 1,800.00
0053	pick-up truck	day	\$50	20	\$ 1,000.00
0042	mileage	mile	0.25	750	\$ 187.50
	fence (at cost)	LS	Each	6,000	\$ 6,000.00
	manure/trucking (at cost)	cubic yd	8.75	3,125	\$ 27,343.75
TOTAL			Remaining		(d) \$ 67,045.25

67.99

MAINTENANCE OF COMPOST PILE (3 turning events)

ITEM NO.	ITEM	UNIT	PRICE PER UNIT	UNITS	COSTS
0002	senior scientist	hour	\$75	6	\$ 450.00
0003	project scientist/manager	hour	\$63	6	\$ 378.00
0005	field tech II	hour	\$42	240	\$ 10,080.00
0006	field tech I	hour	\$40	-	\$ -

825.00

0010	secretary	hour	\$29	6	\$ 174.00
0021	PID	day	\$5	15	\$ 75.00
0029	trackhoe 2	day	\$550	15	\$ 8,250.00
	Water purchase (at cost)	130 bbl	\$39	110	\$ 4,290.00
	120 bbl transport (at cost)	Hour	\$65	140	\$ 9,100.00
0052	water truck <i>water</i>	day	\$125	-	\$ -
0043	perdiem	night	\$60	18	\$ 1,080.00
0053	pick-up truck	day	\$50	21	\$ 1,050.00
0042	mileage	mile	0.25	2,700	\$ 675.00
TOTAL			<i>Remaining</i>		(e) \$ 35,602.90

Minus 1
Receipt
\$48.

464.00

\$ 1,337.00
10,466.25
\$ 9,129.25
Remaining

REMOVAL AND DISPOSAL OF HEATER-TREATERS					
ITEM NO.	ITEM	UNIT	PRICE PER UNIT	UNITS	COSTS
	subcontract shear (at Cost)	LS	\$ 2,000.00	1.0	\$2,000.00
0029	trackhoe 2	day	\$550	0.3	\$165.00
0006	field tech I	hour	\$40	3.0	\$120.00
	transport (at cost)	hour	\$60	8.0	\$480.00
	Disposal (at cost)	ton	\$23	20.0	\$460.00
TOTAL			<i>Remaining</i>		(f) \$3,225.00

1411.06

CLAY LINER PLACEMENT					
ITEM NO.	ITEM	UNIT	PRICE PER UNIT	UNITS	COSTS
	clay (at cost)	cubic yd	\$7.50	-	\$0.00
0006	field tech I	hour	\$40	-	\$0.00
0029	trackhoe 2	day	\$550	-	\$0.00
TOTAL					(g) \$0.00

BACKFILLING AND SITE RESTORATION					
ITEM NO.	ITEM	UNIT	PRICE PER UNIT	UNITS	COSTS
0002	senior scientist	hour	\$75	16	\$1,200.00
0003	project scientist/manager	hour	\$63	24	\$1,512.00
0005	field tech II	hour	\$42	322	\$4,158.00
0006	field tech I	hour	\$40	162	\$7,920.00
0010	secretary	hour	\$29	16	\$464.00
0021	PID	day	\$5	10	\$50.00
0029	trackhoe 2	day	\$550	32	\$11,000.00
0043	perdiem	night	\$60	30	\$2,100.00
0053	pick-up truck	day	\$50	17	\$1,000.00
0042	mileage	mile	0.25	1230	\$225.00
TOTAL					(h) \$29,629.00

6720.00
6480.00

17,600
1,800
850
309.50

33,759.50
4130.50

TOTAL COST FOR JOB	(i) \$284,844.75
Lea County Taxes (NMGRT)	5.25% \$ 14,954.35

TOTAL (i) \$ 284,844.75 + 14,954.35 (NMGRT) = (j) \$ 299,799.10

AMEC APPROVAL:

[Signature]

DATE: 1/9/2002 ~~2001~~

NMGRT 5.25%

$$\begin{array}{r} \$ 35,048.50 \text{ Total} \\ 1,840.05 \text{ Tax} \\ \hline \$ 36,888.55 \end{array}$$

Invoice 518581 \$ 11,019.65
 Invoice 518665 \$ 126.79
 Invoice 518795 \$ 1,322.57
 Invoice 518986 \$ 1,840.05
 Total Spent in Tax 14,309.06

Total Contract 284,040.75
 518581 - 209,898.07
 After Invoice 518581 74,142.68
 518665 - 2,541.79
 518795 71,600.89
 518986 - 26,514.32
 45,086.57
 - 36,888.55
 Remaining 8,198.02

* Need one more Receipt For water
 Either missing 9/4/02 ? is missing
 or 9/6/02 the Date is messed up 32066's \$64' 6

Short \$418 statement
 did not produce Additional Receipt Fax Received on 1-9-03
 For 9/4/02 mfk

amec

AMEC Earth & Environmental, Inc.
P.O. Box 24445
Seattle, Washington 98124-0445

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NOV 12 2002

OIL CONSERVATION
DIVISION

INVOICE

518795

NOV-07-2002

Page Number

1

State of New Mexico
1220 South St. Francis Drive
Santa Fe, NM 87505

RECEIVED

NOV 31 2002

Environmental Bureau
Oil Conservation Division

RECEIVED

NOV 13 2002

Environmental Bureau
Oil Conservation Division

ATTENTION: Martyne Kieling

Professional Services Through SEP-28-2002

Project 2-517-000051 Goodwin Treating Plant Remediation

Hobbs, NM
Project Manager: Martyne Kieling
PO # 00-805-09-17658
Document # 02-098-001032; JPA 02-521-07-167

LABOR

8,735.00

OTHER EXPENSES

16,456.75

CURRENT BILLING
NMGRT @ 6.0625 %
AMOUNT DUE THIS INVOICE

25,191.75
1,527.25
26,719.00

TOTAL CONTRACT 284,040.75
PRIOR BILLINGS 212,313.07
CURRENT INVOICE 25,191.75

TOTAL REMAINING 46,535.93

25,191.75

Correct NMGRT 5.25% 1,322.57
as listed in Contract.
\$ 26,514.32

Project Manager: Fernald, Donald J

Approved to pay
Martyne Kieling
1-6-03

Terms: Net thirty (30) days. After thirty (30) days from invoice date a late charge of one and one-half percent (1½%) per month, or the maximum rate allowed by law may be charged.

Direct all billing inquiries to your AMEC Earth & Environmental, Inc. Project Manager.
Please visit our website at
<http://www.amecee.com>
Federal Tax # 91-1641772



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P.O. Box 24445
Seattle, Washington 98124-0445

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NOV 12 2002

OIL CONSERVATION
DIVISION

INVOICE

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NOV-07-2002

Page Number

1

State of New Mexico
1220 South St. Francis Drive
Santa Fe, NM 87505

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NOV 31 2002

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Oil Conservation Division

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Oil Conservation Division

ATTENTION: Martyne Kieling

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Hobbs, NM
Project Manager: Martyne Kieling
PO # 00-805-09-17658
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25,191.75
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1,527.25
26,719.00

TOTAL CONTRACT 284,040.75
PRIOR BILLINGS 212,313.07
CURRENT INVOICE 25,191.75

26,514.32

TOTAL REMAINING 46,535.93

Project Manager: Fernald, Donald J

Terms: Net thirty (30) days. After thirty (30) days from invoice date a late charge of one and one-half percent (1½%) per month, or the maximum rate allowed by law may be charged.

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Federal Tax # 91-1641772



AMEC Earth & Environmental, Inc.
P.O. Box 24445
Seattle, Washington 98124-0445

INVOICE 518795

NOV-07-2002
Page Number

2

onsite Compost Pile Set-up & Water

EXPENSES

	QTY	RATE	AMOUNT
Supplies & Equipment			
Gibbs Water Sales			
004228 07/15/02			56.00

\$0.20 BBL x 280 BBLs			
			56.00

aintenance of Compost Piles

ABOR

		HOURS	RATE	AMOUNT
Senior Scientist				
Fernald, Donald J	09/06/02	4.00		
Fernald, Donald J	09/13/02	4.00		
Fernald, Donald J	09/20/02	7.00		
Fernald, Donald J	09/27/02	2.00		
***		17.00	75.00	1,275.00 ✓
Field Tech I				
Murley, William H	09/06/02	3.50		
Murley, William H	09/13/02	10.00		
***		13.50	40.00	540.00
Anderson, Jeremy M	09/06/02	32.00		
Anderson, Jeremy M	09/13/02	36.00		
***		68.00	40.00	2,720.00
Hampton, Wade	09/06/02	39.00		
Hampton, Wade	09/13/02	25.00		
***		64.00	40.00	2,560.00
Field Tech II				
Nez, Theodore J	09/06/02	3.00		
Nez, Theodore J	09/06/02	40.00		
Nez, Theodore J	09/13/02	17.00		
Nez, Theodore J	09/13/02	40.00		
***		100.00	42.00	4,200.00 ✓
		198.50		11,295.00

Terms: Net thirty (30) days. After thirty (30) days from invoice date a late charge of one and one-half percent (1½%) per month, or the maximum rate allowed by law may be charged.

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Federal Tax # 91-1641772



AMEC Earth & Environmental, Inc.
P.O. Box 24445
Seattle, Washington 98124-0445

INVOICE 518795

NOV-07-2002
Page Number 3

aintenance of Compost Piles (CON'T)

XPENSES

			QTY		RATE	AMOUNT
Unit Testing						
Unit Pricing						
Trackhoe			2.00	day(s)		
	RA917A	09/03/02				
Trackhoe			2.00	day(s)		
	RA917A	09/04/02				
Trackhoe			2.00	day(s)		
	RA917A	09/05/02				
Trackhoe			2.00	day(s)		
	RA917A	09/06/02				
Trackhoe			2.00	day(s)		
	RA917A	09/07/02				
Trackhoe			2.00	day(s)		
	RA917A	09/09/02				
Trackhoe			2.00	day(s)		
	RA917A	09/10/02				
Trackhoe			2.00	day(s)		
	RA917A	09/11/02				
Trackhoe			2.00	day(s)		
	RA917A	09/12/02				
	***		18.00		550.0000	9,900.00

Unit Charges

Unit Pricing

Mileage			520.00	Mile(s)		
	RA917A	09/03/02				
Mileage			250.00	Mile(s)		
	RA917A	09/03/02				
Mileage			254.00	Mile(s)		
	RA917A	09/05/02				
Mileage			615.00	Mile(s)		
	RA910F	09/06/02				
Anderson, Jeremy						

Terms: Net thirty (30) days. After thirty (30) days from invoice date a late charge of one and one-half percent (1½%) per month, or the maximum rate allowed by law may be charged.

Direct all billing inquiries to your AMEC Earth & Environmental, Inc. Project Manager.
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<http://www.amecee.com>

Federal Tax # 91-1641772



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P.O. Box 24445
Seattle, Washington 98124-0445

INVOICE 518795

NOV-07-2002
Page Number

4

Maintenance of Compost Piles

(Con't)

			QTY	RATE	AMOUNT
Unit Charges					
Unit Pricing					
Mileage			38.00		
	RA917A	09/07/02			
Mileage			50.00		
	RA917A	09/08/02			
Mileage			283.00		
	RA917A	09/09/02			
Mileage			245.00		
	RA917A	09/10/02			
Mileage			244.00		
	RA917A	09/11/02			
Mileage			504.00		
	RA917A	09/12/02			
	***		3,003.00	.2500	750.75 ✓
Per Diem			1.00		
	RA917A	09/03/02			
Per Diem			1.00		
	RA917A	09/04/02			
Per Diem			1.00		
	RA917A	09/05/02			
Per Diem			1.00		
	RA917A	09/06/02			
Per Diem			1.00		
	RA917A	09/07/02			
Per Diem			1.00		
	RA917A	09/08/02			
Per Diem			1.00		
	RA917A	09/09/02			
Per Diem			1.00		
	RA917A	09/10/02			
Per Diem			1.00		
	RA917A	09/11/02			
	***		9.00	60.0000	540.00 ✓

Terms: Net thirty (30) days. After thirty (30) days from invoice date a late charge of one and one-half percent (1½%) per month, or the maximum rate allowed by law may be charged.

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P.O. Box 24445
Seattle, Washington 98124-0445

INVOICE 518795

NOV-07-2002
Page Number

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aintenance of Compost Piles

(Con't)

			QTY	RATE	AMOUNT
Unit Charges					
Unit Pricing					
pick-up trucks (3)			1.00	Day(s)	
	RA917A	09/03/02			
pick-up trucks (3)			2.00	Day(s)	
	RA917A	09/04/02			
pick-up trucks (3)			2.00	Day(s)	
	RA917A	09/05/02			
pick-up trucks (3)			2.00	Day(s)	
	RA917A	09/06/02			
pick-up trucks (3)			2.00	Day(s)	
	RA917A	09/07/02			
pick-up trucks (3)			1.00	Day(s)	
	RA917A	09/08/02			
pick-up trucks (3)			2.00	Day(s)	
	RA917A	09/09/02			
pick-up trucks (3)			2.00	Day(s)	
	RA917A	09/10/02			
pick-up trucks (3)			2.00	Day(s)	
	RA917A	09/11/02			
pick-up trucks (3)			1.00	Day(s)	
	RA917A	09/12/02			
***			17.00	50.0000	850.00 ✓
Water Truck			1.00	each	
	R1011F	09/03/02			
Water Truck			1.00	each	
	R1011F	09/04/02			
Water Truck			1.00	each	
	R1011F	09/05/02			

Terms: Net thirty (30) days. After thirty (30) days from invoice date a late charge of one and one-half percent (1½%) per month, or the maximum rate allowed by law may be charged.

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Federal Tax # 91-1641772



AMEC Earth & Environmental, Inc.
P.O. Box 24445
Seattle, Washington 98124-0445

INVOICE 518795

NOV-07-2002
Page Number

6

aintenance of Compost Piles

(Con't)

			QTY		RATE	AMOUNT
Unit Charges						
Unit Pricing						
Water Truck			1.00	each		
	R1011F	09/06/02				
Water Truck			1.00	each		
	R1011F	09/07/02				
Water Truck			1.00	each		
	R1011F	09/09/02				
Water Truck			1.00	each		
	R1011F	09/10/02				
Water Truck			1.00	each		
	R1011F	09/11/02				
Water Truck			1.00	each		
	R1011F	09/12/02				
	***		9.00		200.0000	1,800.00

13,840.75

** Total Project 2-517-000051

25,191.75
=====

Terms: Net thirty (30) days. After thirty (30) days from invoice date a late charge of one and one-half percent (1½%) per month, or the maximum rate allowed by law may be charged.

Direct all billing inquiries to your AMEC Earth & Environmental, Inc. Project Manager.
Please visit our website at
<http://www.amecee.com>

Federal Tax # 91-1641772

The logo for AMEC, featuring the word "amec" in a bold, lowercase, sans-serif font. To the right of the text is a circular graphic element consisting of two concentric circles with a small dot in the center, resembling a stylized eye or a target.**Fax**

To	Martyne Kieling	From	Randee Aguilar
Company	AMEC E & E	Direct Tel	602-272-6848
Fax	605-476-3462	Fax	602-269-6834
Date	12/19/02	Pages	2 (Inc. this page)

Subject Invoice Back-up**Martyne,**

Attached is the vendor invoice for the water charges on AMEC invoice 518795-dated 11/07/02, as you requested. I am working on the sales tax corrections on previous invoices. You may short pay any outstanding invoice the amount of tax discrepancy and we will apply the credits to outstanding balances.

Please call me if you have any questions.

Thank you,
Randee Aguilar
AMEC E & E
Billing/Revenue Accountant

AMEC Earth & Environmental, Inc.
3232 W. Virginia Ave
Phoenix, AZ 85009
Tel +802-272-6848
Fax +602-272-6834
www.amec.com

This fax message is confidential. If you are not the intended recipient please notify us by telephone as soon as possible and either return the message by post or destroy it. If you are not the intended recipient, any use by you of its contents is prohibited.

☒ 002/002

~~DEC-13-02~~ 10:06AM FROM-AMEC

425821 3759

T-115 P.002/002 F-836

MENT

PER SALES

PHONE 393-4386

MEXICO-88841

CONFIDENTIAL

SEP 19 2002

4228

NAME AMEC		DATE 7-15-62				
ADDRESS:						
CITY, STATE, ZIP						
SOLD BY:	CASH	C.O.D.	C.HARGE	ON ACCT.	MON. STD.	PAID OUT

[illegible]

CUSTOMER'S ORDER NO.	RECEIVED AT
1023	NEW 25240

KEEP THIS COPY FOR YOUR RECORDS
51240 ©2001 REDIFORM®

251700051

task 4

8/13/02

UNIT PRICE

AMOUNT

24

5600

AP RECEIVED

SEP 16 1967

**PAY LAST
AMOUNT IN
THIS COLUMN**

For Invoice 518795 Date NOV-07-2002

4. Back hauling of clean soil from the landfarm facility. The amount to be back hauled will be determined by the existing volume of clean fill currently at the facility and the volume of contaminated soil excavated and removed from the facility.
5. Sampling within the excavations for analysis at an OCD contracted laboratory.
6. Installation of a clay barrier within the excavations if determined appropriate by the OCD.
7. Back filling excavations with clean fill material when the OCD-approved clean up criteria have been met.
8. Providing written weekly updates once fieldwork begins regarding work performed, volumes of material removed, volumes of material hauled in and overall costs. Updates will be submitted monthly during the composting phase.
9. Preparation and submittal of a Phase III report. The report must include the work completed by the Phase III remediation and recommendations for any further remediation activity.
10. The work is more particularly described in paragraph D, herein.

C. MERGER

This Agreement, and attachments thereto, together with NMSHTD Price Agreement No. 00-805-09-17658, constitutes the entire agreement between the parties hereto and all previous agreements, conditions, promises, inducements and understandings shall be deemed to have merged in this Agreement.

D. SUMMARY OF PHASE III REMEDIAL ACTIONS AT THE GOODWIN TREATING PLANT

MOBILIZATION / DEMOBILIZATION					
ITEM NO.	ITEM	UNIT	PRICE PER UNIT	UNITS	COSTS
0003	project scientist/manager	hour	\$63	16	\$1,008.00
0005	field tech II	hour	\$42	16	\$672.00
0006	field tech I	hour	\$40	48	\$1,920.00
0029	trackhoe 2	day	\$550	6	\$3,300.00
0042	Mileage	mile	\$0.25	1,988	\$497.00
0043	per diem	night	\$60	5	\$300.00
0053	pick-up trucks (3)	day	\$50	6	\$300.00
TOTAL				<i>Remaining</i> (a)	\$7,997.00 136.25

ON SITE WORK					
ITEM NO.	ITEM	UNIT	PRICE PER UNIT	UNITS	COSTS

0002	senior scientist	hour	\$75	50	\$3,750.00
0003	project scientist/manager	hour	\$63	120	\$7,560.00
0005	field tech II	hour	\$42	330	\$13,860.00
0006	field tech I (3)	hour	\$40	990	\$39,600.00
0010	secretary	hour	\$29	40	\$1,160.00
0021	PID	day	\$5	30	\$150.00
0029	trackhoe 2 (3)	day	\$550	90	\$49,500.00
0043	perdiem (4 - 5)	night	\$60	165	\$9,900.00
0053	pick-up truck (2)	day	\$50	90	\$4,500.00
0042	mileage	mile	0.25	2,250	\$562.50
TOTAL			<i>Remaining</i> (b)		\$130,542.50 7,753.50

OFFSITE HYDROCARBON SOIL TRANSPORT AND DISPOSAL					
ITEM NO.	ITEM	UNIT	PRICE PER UNIT	UNITS	COSTS
0045	disposal of contaminated soil	5 bbls = cubic yd	\$20	500	\$10,000.00
TOTAL			<i>Remaining</i> (c)		\$10,000.00 - 50.00

ONSITE COMPOST PILE SET UP AND INITIAL WATERING					
ITEM NO.	ITEM	UNIT	PRICE PER UNIT	UNITS	COSTS
0002	senior scientist	hour	\$75	8	\$ 600.00
0003	project scientist/manager	hour	\$63	16	\$ 1,008.00
0005	field tech II	hour	\$42	99	\$ 4,158.00
0006	field tech I (2)	hour	\$40	198	\$ 7,920.00
0010	secretary	hour	\$29	8	\$ 232.00
0021	PID	day	\$5	10	\$ 50.00
0029	trackhoe 2 (2)	day	\$550	20	\$ 11,000.00
0052	water truck	day	\$125	-	\$ -
	Water purchase (at cost)	130 bbl	\$39	34	\$ 1,326.00
	120 bbl transport (at cost)	Hour	\$65	68	\$ 4,420.00
0043	perdiem	night	\$60	30	\$ 1,800.00
0053	pick-up truck	day	\$50	20	\$ 1,000.00
0042	mileage	mile	0.25	750	\$ 187.50
	fence (at cost)	LS	Each	6,000	\$ 6,000.00
	manure/trucking (at cost)	cubic yd	8.75	3,125	\$ 27,343.75
TOTAL			<i>Remaining</i> (d)		\$ 67,045.25 67.99

MAINTENANCE OF COMPOST PILE (3 turning events)					
ITEM NO.	ITEM	UNIT	PRICE PER UNIT	UNITS	COSTS
0002	senior scientist	hour	\$75	17 6	\$ 450.00 1,275.00
0003	project scientist/manager	hour	\$63	6	\$ 378.00
0005	field tech II	hour	\$42	100 240	\$ 10,080.00 4,200.00
0006	field tech I	hour	\$40	145.5 -	\$ - 5,820.00

0010	secretary	hour	\$29	6	\$	174.00
0021	PID	day	\$5	15	\$	75.00
0029	trackhoe 2	day	\$550	18	\$	8,250.00
	Water purchase (at cost)	130 bbl	\$39	110	\$	4,290.00
	120 bbl transport (at cost)	Hour	\$65	140	\$	9,100.00
0052	water truck & water	day	\$200 \$125	9	-	\$ -
0043	perdiem	night	\$60	9	18	\$ 1,080.00
0053	pick-up truck	day	\$50	17	21	\$ 1,050.00
0042	mileage	mile	0.25	3,003	2,700	\$ 675.00
TOTAL						(e) \$ 35,602.00

9,900.00

1,800.00

540.00

850.00

750.75

25,135.75 \$10,466.25

REMOVAL AND DISPOSAL OF HEATER-TREATERS					
ITEM NO.	ITEM	UNIT	PRICE PER UNIT	UNITS	COSTS
	subcontract shear (at Cost)	LS	\$ 2,000.00	1.0	\$2,000.00
0029	trackhoe 2	day	\$550	0.3	\$165.00
0006	field tech I	hour	\$40	3.0	\$120.00
	transport (at cost)	hour	\$60	8.0	\$480.00
	Disposal (at cost)	ton	\$23	20.0	\$460.00
TOTAL					Remaining (f) -\$3,225.00

- 1411.06

CLAY LINER PLACEMENT					
ITEM NO.	ITEM	UNIT	PRICE PER UNIT	UNITS	COSTS
	clay (at cost)	cubic yd	\$7.50	-	\$0.00
0006	field tech I	hour	\$40	-	\$0.00
0029	trackhoe 2	day	\$550	-	\$0.00
TOTAL					(g) \$0.00

BACKFILLING AND SITE RESTORATION					
ITEM NO.	ITEM	UNIT	PRICE PER UNIT	UNITS	COSTS
0002	senior scientist	hour	\$75	16	\$1,200.00
0003	project scientist/manager	hour	\$63	24	\$1,512.00
0005	field tech II	hour	\$42	99	\$4,158.00
0006	field tech I	hour	\$40	198	\$7,920.00
0010	secretary	hour	\$29	16	\$464.00
0021	PID	day	\$5	10	\$50.00
0029	trackhoe 2	day	\$550	20	\$11,000.00
0043	perdiem	night	\$60	35	\$2,100.00
0053	pick-up truck	day	\$50	20	\$1,000.00
0042	mileage	mile	0.25	900	\$225.00
TOTAL					(h) \$29,629.00

TOTAL COST FOR JOB	(i) \$284,844.75
Lea County Taxes (NMGR)	5.25% \$ 14,954.35

TOTAL (i) \$ 284,844.75 + 14,954.35 (NMGR) = (j) \$ 299,799.10

AMEC APPROVAL:

[Signature]

DATE:

1/9/2002, 2001

46551.74
- 56.00
46555.74

Tax 6.0625% ? Increased
on last two Billing Statements
OCT 01 - 2002
NOV 07 - 2002

\$ 14,954.35	Total For Tax at 5.25%
\$ 12,693.31	Billed For Tax at 5.25% and 6.0625
<u>2,261.04</u>	Remaining in tax Budget

Water Question? Need Receipt.

Phone Conversation with Don Fernald 11-25-02
Will Rebill Both statements with correct tax
at 5.25% and will Send Receipt For Water.



REMIT TO:

AMEC Earth & Environmental, Inc.
P.O. Box 24445
Seattle, Washington 98124-0445

INVOICE

518665

OCT-01-2002

Page Number

1

RECEIVED

DEC 03 2002

OIL CONSERVATION
DIVISION

State of New Mexico
1220 South St. Francis Drive
Santa Fe, NM 87505

ATTENTION: Martyne Kieling

Professional Services Through AUG-31-2002

Project 2-517-000051 Goodwin Treating Plant Remediation

Hobbs, NM

Project Manager: Martyne Kieling

PO # 00-805-09-17658

Document # 02-098-001032; JPA 02-521-07-167

LABOR 2,415.00

OTHER EXPENSES .00

CURRENT BILLING	2,415.00
NMGRT @ 6.0625 %	146.41
AMOUNT DUE THIS INVOICE	2,561.41

TOTAL CONTRACT	284,040.75
PRIOR BILLINGS	209,898.07
CURRENT INVOICE	2,415.00

TOTAL REMAINING 71,727.68

2,415.00
126.79Correct NMGRT 5.25% \$ 2,541.79
as listed in contract

Approved to Pay

Martyne J. Kieling

1-6-03

Project Manager: Fernald, Donald J

Terms: Net thirty (30) days (unless otherwise negotiated).
After thirty (30) days from invoice date a late charge of
one and one-half percent (1½%) per month, or the maximum
rate allowed by law may be charged.

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<http://www.amec.com>

Federal Tax # 91-1641772

**RECEIVED****INVOICE** 518665**REMIT TO:**

AMEC Earth & Environmental, Inc.
P.O. Box 24445
Seattle, Washington 98124-0445

NOV 21 2002

OCT-01-2002
Page Number

1

**OIL CONSERVATION
DIVISION**

State of New Mexico
1220 South St. Francis Drive
Santa Fe, NM 87505

ATTENTION: Martyne Kieling**Professional Services Through AUG-31-2002**
-----**Project 2-517-000051 Goodwin Treating Plant Remediation****Hobbs, NM****Project Manager: Martyne Kieling****PO # 00-805-09-17658****Document # 02-098-001032; JPA 02-521-07-167****LABOR** 2,415.00**OTHER EXPENSES** .00

CURRENT BILLING	2,415.00
NMGRT @ 6.0625 %	146.41
AMOUNT DUE THIS INVOICE	2,561.41

2,415.00	9
126.79	115.075
<u>2,541.79</u>	95.25

TOTAL CONTRACT	284,040.75
PRIOR BILLINGS	209,898.07
CURRENT INVOICE	2,415.00

TOTAL REMAINING 71,727.68**Project Manager: Fernald, Donald J****COPY**

Terms: Net thirty (30) days (unless otherwise negotiated).
After thirty (30) days from invoice date a late charge of
one and one-half percent (1½%) per month, or the maximum
rate allowed by law may be charged.

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REMIT TO:

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Seattle, Washington 98124-0445

INVOICE 518665

OCT-01-2002

Page Number

2

n Site Work

ABOR

Field Tech II

Killion, Curtis Morg 07/12/02

Killion, Curtis Morg 07/12/02

HOURS

RATE

AMOUNT

40.00

17.50

57.50

42.00

2,415.00

57.50-----
2,415.00

** Total Project 2-517-000051

2,415.00
=====

Left out of

Aug 13-2002

Billing

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one and one-half percent (1½%) per month, or the maximum
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AMEC Earth and Environmental
An AMEC Company
PO Box 24445
Seattle, WA 98124-0445

STATEMENT ONLY

Client Code: CNEWMC

11/1/02

Attention: Accounts Payable
State of New Mexico
PO Drawer 26110
Santa Fe NM 87502

Client Contact	Project Name	Invoice No.	Invoice Amt	Payment Amt	Balance	Age
Project #	Project Description	Invoice Date				
Martyn Kieling 2517000051	Goodwin Treating Plant Remediation	518665 Oct 01 02	\$2,561.41	\$0.00	\$2,561.41	31
Total Outstanding					\$2,561.41	
Late Charge					\$1.28	
Total Due					\$2,562.69	

For invoice inquiries, Email Kelley at kelley.duggan@amec.com or call her at 1-602-272-6848

2002 NOV 4 AM 10 11

PAST DUE
PLEASE REMIT

For your convenience, we accept American Express, MasterCard, VISA and Checks by Phone; to make payment using one of these methods, please contact the above. Thank you for your business.

Visit our web site at WWW.AMEC.COM

**INVOICE**

518581

AMEC Earth & Environmental, Inc.
P.O. Box 24445
Seattle, Washington 98124-0445

AUG-13-2002
Page Number

1

State of New Mexico
1220 South St. Francis Drive
Santa Fe, NM 87505

ATTENTION: Martyne Kieling

Professional Services Through AUG-02-2002

Project 2-517-000051 Goodwin Treating Plant Remediation

Hobbs, NM

Project Manager: Martyne Kieling

PO # 00-805-09-17658

Document # 02-098-001032; JPA 02-521-07-167

LABOR	79,375.75
-------	-----------

OTHER EXPENSES	130,522.32
----------------	------------

CURRENT BILLING	209,898.07
NMGRT @ 5.25 %	11,019.65
AMOUNT DUE THIS INVOICE	220,917.72

TOTAL CONTRACT	284,040.75
PRIOR BILLINGS	.00
CURRENT INVOICE	209,898.07

TOTAL REMAINING	74,142.68
-----------------	-----------

Project Manager: Fernald, Donald J

*OK to pay
Martyne Kieling
9-9-02*

Terms: Net thirty (30) days. After thirty (30) days from invoice date a late charge of one and one-half percent (1½%) per month, or the maximum rate allowed by law may be charged.

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Federal Tax # 91-1641772



INVOICE

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AMEC Earth & Environmental, Inc.
P.O. Box 24445
Seattle, Washington 98124-0445

AUG-13-2002
Page Number

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Mobilization / Demobilization

ABOR

		HOURS	RATE	AMOUNT
Project Scientist/Manager				
Fernald, Donald J	05/31/02	10.00		
	***	10.00	63.00	630.00
Field Tech I				
Hare, Bruce L	06/07/02	10.50		
Hare, Bruce L	07/26/02	10.50		
	***	21.00	40.00	840.00
Motto, Demetre L	06/07/02	10.50		
Motto, Demetre L	07/26/02	9.50		
	***	20.00	40.00	800.00
Nez, Theodore J	06/07/02	10.50		
	***	10.50	40.00	420.00
			51.50	
				<u>2060.00</u> ✓
Field Tech II				
Killion, Curtis Morg	06/07/02	11.50		
Killion, Curtis Morg	07/26/02	10.50		
	***	22.00	42.00	924.00 ✓

				83.50

				3,614.00

EXPENSES

		QTY	RATE	AMOUNT
Init Testing				
Init Pricing				
Trackhoe				
	RA729D	06/03/02	3.00 day(s)	
Trackhoe				
	RA729D	07/21/02	3.00 day(s)	

				*** 6.00
				550.0000
				3,300.00 ✓

Init Charges

	Labor	other Exp.	
Mob/demob	3,614	4,246.75	= 7,860.75
onsite	61,590.75	58,783.25	= 120,374
onsite Hydro		10,050.00	= 10,050.00
Compost Pile Setup	13,940.00	53,037.26	= 66,977.26
	231.00	4,405.06	= 4,636.06
Heater Treater	79,375.75	130,522.32	= 209,898.07

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Federal Tax # 91-1641772



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INVOICE

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Mobilization / Demobilization (Con't)

				QTY	RATE	AMOUNT
Unit Charges						
Unit Pricing						
Mileage, Car				1,024.00	Mile(s)	
	RA701A	06/14/02				
Mileage, Car				504.00	Mile(s)	
	RA729D	07/20/02				
Mileage, Car				499.00	Mile(s)	
	RA729D	07/21/02				
		***		2,027.00		506.75 ✓
Per Diem				4.00	Man Day(s)	
	RA701A	06/14/02				
		***		4.00		60.0000 240.00
Truck Rental				2.00	Day(s)	
	RA729D	06/03/02				
Truck Rental				2.00	Day(s)	
	RA701A	06/14/02				
		***		4.00		50.0000 200.00

4,246.75

3,614.00

7860.75

On Site Work

LABOR

				HOURS	RATE	AMOUNT
Senior Scientist						
Fernald, Donald J		06/07/02		5.00		
Fernald, Donald J		06/14/02		8.00		
Fernald, Donald J		06/28/02		20.00		
Fernald, Donald J		07/12/02		20.00		
Fernald, Donald J		07/19/02		20.00		
Fernald, Donald J		07/26/02		9.00		
		***		82.00	75.00	6,150.00

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On Site Work

(CON'T)

LABOR

		HOURS	RATE	AMOUNT
Project Scientist/Manager				
Strzelczyk, Bogdan M	07/12/02	5.00		
Strzelczyk, Bogdan M	07/12/02	8.50		
	***	13.50	63.00	850.50
Fernald, Donald J	05/24/02	8.00		
	***	8.00	63.00	504.00
Ehrlich, Mark A	06/07/02	4.00		
Ehrlich, Mark A	06/14/02	5.00		
Ehrlich, Mark A	06/28/02	8.00		
	***	17.00	63.00	1,071.00
Murley, William H	06/07/02	17.50		
Murley, William H	06/14/02	3.00		
Murley, William H	06/21/02	5.75		
Murley, William H	06/21/02	.50		
Murley, William H	07/05/02	4.00		
Murley, William H	07/12/02	2.00		
	***	32.75	63.00	2,063.25
				71.25 Hours
				4,488.75 ✓
Field Tech I				
Hare, Bruce L	06/07/02	24.50		
Hare, Bruce L	06/07/02	23.50		
Hare, Bruce L	06/14/02	35.00		
Hare, Bruce L	06/14/02	37.50		
Hare, Bruce L	06/21/02	23.00		
Hare, Bruce L	06/28/02	28.50		
Hare, Bruce L	06/28/02	30.00		
Hare, Bruce L	07/05/02	10.50		
Hare, Bruce L	07/05/02	35.00		
Hare, Bruce L	07/12/02	22.00		
Hare, Bruce L	07/19/02	18.00		
	***	287.50	40.00	11,500.00
Killion, Curtis Morg	06/14/02	32.50		
	***	32.50	40.00	1,300.00
Motto, Demetre L	06/07/02	25.00		
Motto, Demetre L	06/21/02	40.00		
Motto, Demetre L	06/21/02	23.00		
Motto, Demetre L	06/28/02	33.50		

Terms: Net thirty (30) days. After thirty (30) days from invoice date a late charge of one and one-half percent (1 1/2%) per month, or the maximum rate allowed by law may be charged.

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n Site Work

(CON'T)

ABOR

		HOURS	RATE	AMOUNT
Field Tech I				
Motto, Demetre L	06/28/02	19.00		
Motto, Demetre L	07/05/02	.50		
Motto, Demetre L	07/05/02	40.00		
	***	181.00	40.00	7,240.00
Nez, Theodore J	06/07/02	29.50		
Nez, Theodore J	06/07/02	6.50		
Nez, Theodore J	06/14/02	40.00		
Nez, Theodore J	06/14/02	24.50		
Nez, Theodore J	06/21/02	40.00		
Nez, Theodore J	06/21/02	22.50		
Nez, Theodore J	06/28/02	19.00		
Nez, Theodore J	06/28/02	40.00		
Nez, Theodore J	07/05/02	1.50		
Nez, Theodore J	07/05/02	40.00		
Nez, Theodore J	07/12/02	40.00		
Nez, Theodore J	07/12/02	11.00		
Nez, Theodore J	07/19/02	25.50		
Nez, Theodore J	07/19/02	40.00		
Nez, Theodore J	07/26/02	19.50		
	***	399.50	40.00	15,980.00
Field Tech II				
Killion, Curtis Morg	06/07/02	19.50		
Killion, Curtis Morg	06/07/02	28.50		
Killion, Curtis Morg	06/14/02	40.00		
Killion, Curtis Morg	06/21/02	23.50		
Killion, Curtis Morg	06/21/02	40.00		
Killion, Curtis Morg	06/28/02	28.50		
Killion, Curtis Morg	06/28/02	37.50		
Killion, Curtis Morg	07/05/02	40.00		
Killion, Curtis Morg	07/05/02	5.50		
Killion, Curtis Morg	07/19/02	33.50		
Killion, Curtis Morg	07/19/02	40.00		
Killion, Curtis Morg	07/26/02	13.50		
	***	350.00	42.00	14,700.00

missing 1 week of 7/12/02
See Invoice Oct 11/02

Secretary

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INVOICE

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On Site Work

(CON'T)

LABOR

		HOURS	RATE	AMOUNT
Secretary				
Trujillo, Robert J.	05/31/02	8.00		
	***	8.00	29.00	232.00 ✓
		-----		-----
		1,411.75		61,590.75

EXPENSES

		QTY	RATE	AMOUNT
Unit Testing				
Unit Pricing				
Trackhoe		10.00	day(s)	
	RA729B 06/07/02			
Trackhoe		12.00	day(s)	
	RA729B 06/14/02			
Trackhoe		12.00	day(s)	
	RA729B 06/21/02			
Trackhoe		17.00	day(s)	
	RA729B 06/28/02			
Trackhoe		9.00	day(s)	
	RA729B 07/05/02			
Trackhoe		12.00	day(s)	
	RA729B 07/12/02			
Trackhoe		12.00	day(s)	
	RA729B 07/19/02			
Trackhoe		2.00	day(s)	
	RA729B 07/26/02			
	***	-----		
		86.00	550.0000	47,300.00 ✓

Unit Charges
Unit Pricing
Mileage, Car

	RA729B 06/07/02	285.00	Mile(s)
--	-----------------	--------	---------

Terms: Net thirty (30) days. After thirty (30) days from invoice date a late charge of one and one-half percent (1½%) per month, or the maximum rate allowed by law may be charged.

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n Site Work

(Con't)

			QTY		RATE	AMOUNT
Unit Charges						
Unit Pricing						
Mileage, Car			685.00	Mile(s)		
	RA701B	06/14/02				
Mileage, Car			270.00	Mile(s)		
	RA729B	06/14/02				
Mileage, Car			405.00	Mile(s)		
	RA729B	06/21/02				
Mileage, Car			391.00	Mile(s)		
	RA729B	06/28/02				
Mileage, Car			1,323.00	Mile(s)		
	RA729B	07/05/02				
Mileage, Car			40.00	Mile(s)		
	RA730D	07/05/02				
Mileage, Car			1,282.00	Mile(s)		
	RA729B	07/12/02				
Mileage, Car			33.00	Mile(s)		
	RA730D	07/12/02				
Mileage, Car			392.00	Mile(s)		
	RA730D	07/12/02				
Mileage, Car			266.00	Mile(s)		
	RA729B	07/19/02				
Mileage, Car			41.00	Mile(s)		
	RA729B	07/26/02				
	***		5,413.00		.2500	1,353.25 ✓
Per Diem			5.00	Man Day(s)		
	RA729G	06/07/02				
Nez, Theodore						
Per Diem			5.00	Man Day(s)		
	RA701B	06/07/02				
Killion, Curtis						
Per Diem			7.00	Man Day(s)		
	RA729G	06/14/02				
Nez, Theodore						
Per Diem			6.00	Man Day(s)		
	RA730B	06/14/02				

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INVOICE

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n Site Work

(Con't)

			QTY	RATE	AMOUNT
Unit Charges					
Unit Pricing					
Per Diem			5.00	Man Day(s)	
	RA701B	06/21/02			
Killion, Curtis					
Per Diem			2.00	Man Day(s)	
	RA729G	06/21/02			
Killon, Curtis					
Per Diem			15.00	Man Day(s)	
	RA730B	06/21/02			
Per Diem			7.00	Man Day(s)	
	RA701B	06/21/02			
Nez, Theodore					
Per Diem			5.00	Man Day(s)	
	RA729G	06/28/02			
Nez, Theodore					
Per Diem			5.00	Man Day(s)	
	RA730D	06/28/02			
Hare					
Per Diem			7.00	Man Day(s)	
	RA729G	07/01/02			
Killion, Curtis					
Per Diem			5.00	Man Day(s)	
	RA730D	07/02/02			
Motto					
Per Diem			5.00	Man Day(s)	
	RA730D	07/05/02			
Killion					
Per Diem			5.00	Man Day(s)	
	RA730D	07/05/02			
Motto					
Per Diem			15.00	Man Day(s)	
	RA730B	07/12/02			
Per Diem			4.00	Man Day(s)	
	RA729G	07/12/02			
Per Diem			5.00	Man Day(s)	
	RA729G	07/12/02			
Nez, Theodore					

Terms: Net thirty (30) days. After thirty (30) days from invoice date a late charge of one and one-half percent (1½%) per month, or the maximum rate allowed by law may be charged.

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P.O. Box 24445
Seattle, Washington 98124-0445

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On Site Work

(Con't)

			QTY		RATE	AMOUNT
Unit Charges						
Unit Pricing						
Per Diem			5.00	Man Day(s)		
	RA729G	07/12/02				
Killion, Curtis						
Per Diem			7.00	Man Day(s)		
	RA729G	07/19/02				
Killion, Curtis						
Per Diem			1.00	Man Day(s)		
	RA730R	07/19/02				
Murley, W.						
	***		121.00		60.0000	7,260.00 ✓
Truck Rental			8.00	Day(s)		
	RA729B	06/07/02				
Truck Rental			6.00	Day(s)		
	RA729B	06/14/02				
Truck Rental			6.00	Day(s)		
	RA729B	06/21/02				
Truck Rental			11.00	Day(s)		
	RA729B	06/28/02				
Truck Rental			8.00	Day(s)		
	RA729B	07/05/02				
Truck Rental			10.00	Day(s)		
	RA729B	07/12/02				
Truck Rental			6.00	Day(s)		
	RA729B	07/19/02				
Truck Rental			1.00	Day(s)		
	RA729B	07/26/02				
	***		56.00		50.0000	2,800.00 ✓
PID			3.00	Day(s)		
	RA729B	06/07/02				
PID			3.00	Day(s)		
	RA729B	06/14/02				

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P.O. Box 24445
Seattle, Washington 98124-0445

INVOICE

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On Site Work

(Con't)

		QTY	RATE	AMOUNT
Unit Charges				
Unit Pricing				
PID		2.00 Day(s)		
	RA729B 07/05/02			
PID		2.00 Day(s)		
	RA729B 07/12/02			
PID		4.00 Day(s)		
	RA729B 07/19/02			
	***	14.00	5.0000	70.00 ✓

58,783.25

61,590.75

120,374.00

Off Site Hydrocarbon Trans & Dispos

EXPENSES

	QTY	RATE	AMOUNT
Subcontractor			
J&L Landfarm Inc			
000396 07/01/02			
***			7,500.00

Supplies & Equipment

Albert Martinez Trucking

002216 06/14/02

CY OF MANURE TRANSPORTED TO
SITE

3,724 CY MANURE @ \$7.00/CY

2,550.00

~~600 cy~~ Contaminated Soil Transport
600 cy @ \$4.25/cy

10,050.00

Terms: Net thirty (30) days. After thirty (30) days from invoice date a late charge of one and one-half percent (1½%) per month, or the maximum rate allowed by law may be charged.

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Onsite Compost Pile Set-up & Water

LABOR

		HOURS	RATE	AMOUNT
Field Tech I				
Hare, Bruce L	06/21/02	12.00		
Hare, Bruce L	06/21/02	34.00		
Hare, Bruce L	07/12/02	13.00		
Hare, Bruce L	07/12/02	22.00		
Hare, Bruce L	07/19/02	43.50		
Hare, Bruce L	07/19/02	10.00		
Hare, Bruce L	07/26/02	7.50		
	***	142.00	40.00	5,680.00
Motto, Demetre L	06/07/02	11.50		
Motto, Demetre L	06/07/02	4.50		
Motto, Demetre L	06/14/02	40.00		
Motto, Demetre L	06/14/02	24.50		
Motto, Demetre L	06/28/02	6.50		
Motto, Demetre L	07/12/02	39.50		
Motto, Demetre L	07/19/02	40.00		
Motto, Demetre L	07/19/02	25.50		
Motto, Demetre L	07/26/02	9.50		
	***	201.50	40.00	8,060.00
Nez, Theodore J	06/07/02	5.00		
	***	5.00	40.00	200.00
		348.50		13,940.00 ✓

EXPENSES

		QTY	RATE	AMOUNT
Unit Testing				
Unit Pricing				
Trackhoe		1.50	day(s)	
	RA729A 06/07/02			
Trackhoe		.50	day(s)	
	RA729A 06/07/02			
Trackhoe		6.00	day(s)	
	RA729A 06/14/02			

Terms: Net thirty (30) days. After thirty (30) days from invoice date a late charge of one and one-half percent (1½%) per month, or the maximum rate allowed by law may be charged.

Direct all billing inquiries to your AMEC Earth & Environmental, Inc. Project Manager.
Please visit our website at
<http://www.amecee.com>

Federal Tax # 91-1641772



AMEC Earth & Environmental, Inc.
P.O. Box 24445
Seattle, Washington 98124-0445

INVOICE

518581

AUG-13-2002
Page Number

12

nsite Compost Pile Set-up & Water (Con't)

			QTY		RATE	AMOUNT
Unit Testing						
Unit Pricing						
Trackhoe			5.45	day(s)		
	RA729A	06/21/02				
Trackhoe			1.00	day(s)		
	RA729A	06/28/02				
Trackhoe			6.00	day(s)		
	RA729A	07/19/02				
	***		20.45		550.0000	11,247.50 ✓

Unit Charges						
Unit Pricing						
Mileage, Car			28.00	Mile(s)		
	RA729A	06/07/02				
Mileage, Car			29.00	Mile(s)		
	RA729A	06/07/02				
Mileage, Car			198.00	Mile(s)		
	RA729A	06/14/02				
Mileage, Car			210.00	Mile(s)		
	RA729A	06/21/02				
Mileage, Car			49.00	Mile(s)		
	RA729A	06/28/02				
Mileage, Car			189.00	Mile(s)		
	RA729A	07/19/02				
Mileage, Car			28.00	Mile(s)		
	RA729A	07/26/02				
	***		731.00		.2500	182.75 ✓

Per Diem			5.00	Man Day(s)		
	RA729G	06/07/02				
Motto, Demetre						
Per Diem			7.00	Man Day(s)		
	RA729G	06/14/02				
Motto, Demetre						

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Seattle, Washington 98124-0445

INVOICE 518581

AUG-13-2002
Page Number 13

onsite Compost Pile Set-up & Water (Con't)

			QTY		RATE	AMOUNT
Unit Charges						
Unit Pricing						
Per Diem			1.00	Man Day(s)		
	RA730D	06/28/02				
Motto						
Per Diem			7.00	Man Day(s)		
	RA730B	06/28/02				
Per Diem			6.00	Man Day(s)		
	RA730B	07/05/02				
Per Diem			2.00	Man Day(s)		
	RA730B	07/05/02				
Per Diem			7.00	Man Day(s)		
	RA729G	07/12/02				
Hare, Bruce						
Per Diem			7.00	Man Day(s)		
	RA729G	07/19/02				
Motto, Demetre						
***			42.00		60.0000	2,520.00 ✓
Truck Rental			1.00	Day(s)		
	RA729A	06/07/02				
Truck Rental			1.00	Day(s)		
	RA729A	06/07/02				
Truck Rental			6.00	Day(s)		
	RA729A	06/14/02				
Truck Rental			6.00	Day(s)		
	RA729A	06/21/02				
Truck Rental			1.00	Day(s)		
	RA729A	06/28/02				
Truck Rental			6.00	Day(s)		
	RA729A	07/19/02				
Truck Rental			1.00	Day(s)		
	RA729A	07/26/02				
***			22.00		50.0000	1,100.00 ✓

Terms: Net thirty (30) days. After thirty (30) days from invoice date a late charge of one and one-half percent (1½%) per month, or the maximum rate allowed by law may be charged.

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AMEC Earth & Environmental, Inc.
P.O. Box 24445
Seattle, Washington 98124-0445

INVOICE 518581

AUG-13-2002
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onsite Compost Pile Set-up & Water (Con't)

	QTY	RATE	AMOUNT
Unit Charges			
Unit Pricing			
47 bbl Transport	5.00 each		
RA729A 06/21/02			
47 bbl Transport	6.00 each		
RA729A 06/28/02			
47 bbl Transport	3.00 each		
RA729A 07/05/02			
47 bbl Transport	4.00 each		
RA729A 07/12/02			
47 bbl Transport	6.00 each		
RA729A 07/19/02			
47 bbl Transport	1.00 each		
RA729A 07/21/02			
***	25.00		

200.0000

5,000.00 ✓

Flat Rate
No Receipts

Subcontractor
Gibbs Water Sales
072302 07/23/02
\$0.20/BBL x 5,880 BBLs

1,176.00 ✓

Harold Pruitt
000142 07/17/02
FENCE

4,250.00 ✓

Lobo Trucking Ltd
005635 06/12/02
17 HRS TRUCKING @ \$58/HR
005658 06/20/02
1,040 BBLs WATER @ .35 BBL

1,493.01 ✓

Supplies & Equipment

Terms: Net thirty (30) days. After thirty (30) days from invoice date a late charge of one and one-half percent (1½%) per month, or the maximum rate allowed by law may be charged.

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AMEC Earth & Environmental, Inc.
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Seattle, Washington 98124-0445

INVOICE 518581

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onsite Compost Pile Set-up & Water (Con't)

	QTY	RATE	AMOUNT
Supplies & Equipment			
Albert Martinez Trucking			
002216 06/14/02			
CY OF MANURE TRANSPORTED TO SITE			
3,724 CY MANURE @ \$7.00/CY			
002219 06/29/02			
***			26,068.00

53,037.26

13,940.00

66,977.26

Removal & Disposal of Heater Treat

LABOR	HOURS	RATE	AMOUNT
Field Tech II			
Killion, Curtis Morg 06/21/02	5.50		
***	5.50	42.00	231.00
	5.50		231.00

EXPENSES

	QTY	RATE	AMOUNT
Init Testing			
Init Pricing			
Trackhoe	.55 day(s)		
RA729C 06/21/02			
***	.55	550.0000	302.50

Subcontractor
Sea Land Inc

001925 06/26/02

Transport & Disposal
2,902.56

Other Costs

Terms: Net thirty (30) days. After thirty (30) days from invoice date a late charge of one and one-half percent (1½%) per month, or the maximum rate allowed by law may be charged.

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Federal Tax # 91-1641772



AMEC Earth & Environmental, Inc.
P.O. Box 24445
Seattle, Washington 98124-0445

INVOICE 518581

AUG-13-2002
Page Number 16

Removal & Disposal of Heater Treat (Con't)

	QTY	RATE	AMOUNT
Other Costs			
Hobbs Iron & Metal Inc			
102710 06/19/02			
***			1,200.00
Receipt Needed			

			4,405.06
** Total Project	2-517-000051		209,898.07
			=====

Terms: Net thirty (30) days. After thirty (30) days from invoice date a late charge of one and one-half percent (1½%) per month, or the maximum rate allowed by law may be charged.

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Please visit our website at
<http://www.amecee.com>

Federal Tax # 91-1641772

Kieling, Martyne

From: Don Fernald [don.fernald@amec.com]
Sent: Monday, September 16, 2002 8:00 PM
To: Kieling, Martyne
Subject: Goodwin - Water Truck

Hi Martyne,

AMEC is currently using a 2,000 gallon / 47 barrel water truck to collect, transport and spray water onto the biopiles for the Goodwin remedial project. The water truck is equipped with pumps, hoses and sprayers to perform these types of tasks. AMEC is currently charging the NMOCD \$200/day which includes use of the truck, maintenance and fuel.

AMEC's agreement with the NMSHTD has a line item of \$125/day for a water truck used to support drilling operations. Water trucks of this type generally consist of a truck with a 500-1,000 gallon poly tank. This equipment would not be feasible to use on a project such as Goodwin.

If you have any questions or need additional information, please contact me at (505) 327-7928 or (505) 320-9670.

Best Regards,

Don Fernald
AMEC Earth & Environmental
2060 Afton Place
Farmington, NM 87401
Ph: (505) 327-7928
Fx: (505) 326-5721
don.fernald@amec.com

The information contained in this e-mail is intended only for the individual or entity to whom it is addressed. Its contents (including any attachments) are confidential and may contain privileged information. If you are not an intended recipient you must not use, disclose, disseminate, copy or print its contents. If you receive this e-mail in error, please notify the sender by reply e-mail and delete and destroy the message.

9/17/2002



August 28, 2002

AMEC Project No. 2517000051

Ms. Martyne Kieling
NMOCD
1220 South St. Francis Dr.
Santa Fe, New Mexico 87505

**RE: Sub-contractor Invoice Documentation for
Goodwin Treating Plant Remedial Activities**

Dear Ms. Kieling:

AMEC Earth & Environmental is pleased to provide the following documentation in regards to remedial services performed at the Goodwin Treating Plant, located west of Hobbs, New Mexico. Attached you will find copies of invoices from various contractors that were subcontracted by AMEC to complete specific tasks associated with this project.

AMEC is looking forward to the opportunity to providing continued professional services to the NMOCD. If you have any questions, please contact us at (505) 327-7928.

Respectfully Submitted,
AMEC Earth & Environmental

A handwritten signature in black ink, appearing to read "Don Fernald", written over a horizontal line.

Don Fernald
Program Manager

STATEMENT

GIBBS WATER SALES

P.O BOX 5331

PHONE 393-4386

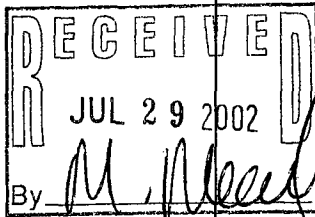
HOBBS, NEW MEXICO 88241

IN
ACCOUNT
WITH

AM & C
2060 Oyster Place
Farmington New Mexico 87401



DATE	BBL. FRESH WATER	UNIT PRICE	AMOUNT
07-23-02	5880	.20	1176.00



Thanks!

Voucher to
251700051
task ~~4~~ — 4
D.A. 7/29/02

UM Approval

PM Approval

PAY LAST
AMOUNT IN
THIS COLUMN

Project No	Task	Dept	Account	Amount
251700051	4	6517	E	1176.00

TOTAL

1176.00

Albert Martinez Trucking

311 South Third
Lovington, NM 88260
(505) 396-3158 (505) 370-5757

*attent.
Don*

Date: June 14, 2002

Row	Date	Location	Total Yards	Rate	Total
		Furnish belly dumps and drivers to the following location:		Subcontract No. 2517000051-01	
8-05-02		J&L Landfarms 30 loads @ 20 yds.	600 yds.	4.25 per yd.	\$2,550.00
		Furnish, load & haul manure to Goodwin Plant location:			
8-08-02		21 loads @ 20 yds.	420 yds.	7.00 per yd.	\$2,940.00
		2 loads @ 12 yds.	24 yds.	7.00 per yd.	\$168.00
8-07-02		41 loads @ 20 yds.	820 yds.	7.00 per yd.	\$5,740.00
8-08-02		36 loads @ 20 yds.	720 yds.	7.00 per yd.	\$5,040.00
8-10-02		35 loads @ 20 yds.	700 yds.	7.00 per yd.	\$4,900.00
8-11-02		18 loads @ 20 yds.	360 yds.	7.00 per yd.	\$2,520.00
8-12-02		4 loads @ 20 yds.	80 yds.	7.00 per yd.	\$560.00
<p><i>Voucher</i> <i>2517000051</i> <i>task 4</i> <i>CJT</i> <i>7/9/02</i></p>					

Billed to: AMEC Earth & Environmental, Inc.
2060 Afton Place
Farmington, NM 87401

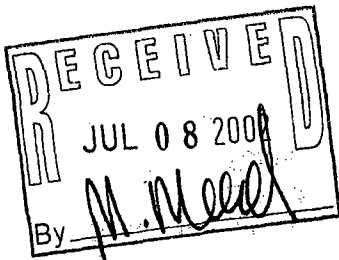
Invoice #: 2216

\$24,418.00

- 2,550.00

8.00

21,868
+ 4,200
26,068



Albert Martinez Trucking

311 South Third
Lovington, NM 88260
(505) 396-3158 (505) 370-5757

JAP 505 396-0949

Date:

Haul Date	Location	Tons/Hours	Ticket #	Rate	Total
6-29-02	Furnish, load & haul manure to Goodwin Plant location: 30 loads @ 20 Yds.	600 Yds.		7.00 per yd.	\$4,200.00
2517000051 tack 4 Off 7/7/02					

Billed to: AMEC Earth & Environmental, Inc.
2060 Afton Place
Farmington, NM 87401

\$4,200.00

Invoice #:

2219

JUL-11-02 04:43 PM HAROLD, PRUITT, GEN. CONTRA 383 392 1831 P. 01

HAROLD PRUITT dba
HAROLD'S FENCES OF TODAY
6723 NORTH GRIMES
HOBBS, NEW MEXICO 88241

Invoice

(505) 392-4646
(505) 390-4646

DATE
7/17/02

INVOICE #
142

BILL TO

Amec Earth & Environmental, Inc.

SHIP TO

DUE DATE

8/16/02

P.O. NUMBER

2617000051

ITEM	DESCRIPTION	QTY	RATE	AMOUNT
Fence	Fence perimeter of Goodwin Site 7.5 mi. west of Hobbs NM / with 4 strands of barb wire	1		4,250.00
UM Approval <i>[Signature]</i>				
PM Approval <i>[Signature]</i>				
TAX ID # 01811333008				
Tax exempt if you will send me a cert.				
Voucher to 2517000051 task 4				
D.A. 7/19/02				
Project No	Task	Dept	Account	Amount
2517000051	4	6517		4250.00
TOTAL				\$ 4,250.00
Subtotal				4,250.00
8% Tax				
Total				4,250.00



LOBO TRUCKING, LTD

P.O. Box 2914 • Hobbs, New Mexico 88241
Office (505) 391-1331 • Fax (505) 397-0042

Invoice

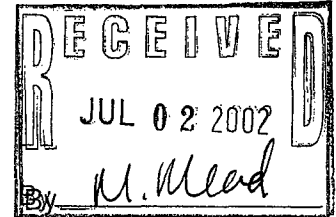
Invoice Number:
5658

Invoice Date:
Jun 20, 2002

Page: 1

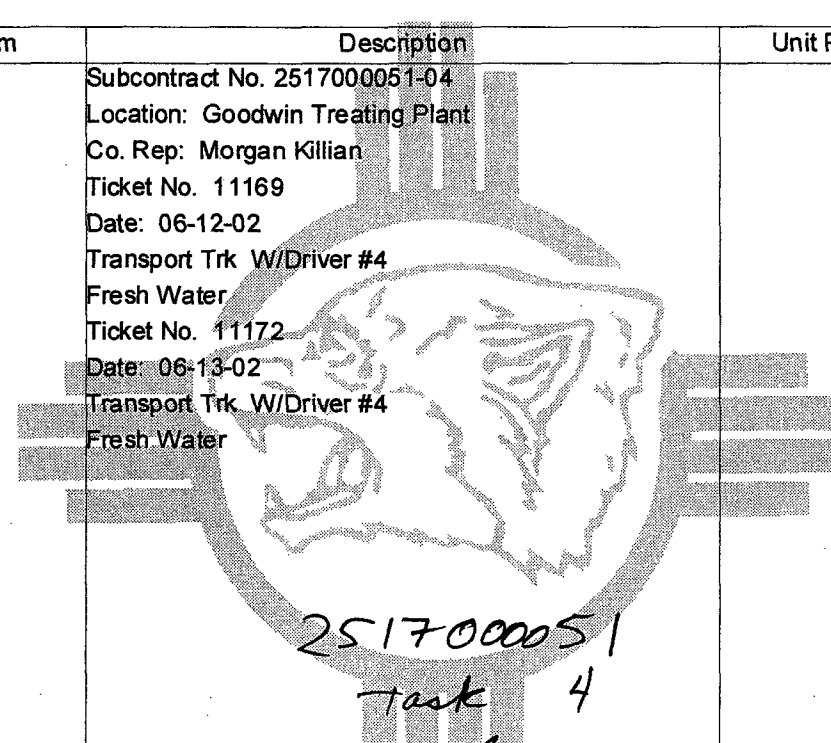
Sold To:

AMEC Earth & Environmental, Inc.
2060 Afton Place
Farmington, NM 87401
USA



Customer ID: A100

Customer PO	Payment Terms	Due Date	Sales Rep ID
	Net 30 Days	7/20/02	1000

Quantity	Item	Description	Unit Price	Extension
		Subcontract No. 2517000051-04		
01		Location: Goodwin Treating Plant	0.00	
02		Co. Rep: Morgan Killian	0.00	
03		Ticket No. 11169	0.00	
04		Date: 06-12-02	0.00	
2.00	14	Transport Trk W/Driver #4	58.00	116.00
130.00	100	Fresh Water	0.35	45.50
03		Ticket No. 11172	0.00	
04		Date: 06-13-02	0.00	
2.50	14	Transport Trk W/Driver #4	58.00	145.00
130.00	100	Fresh Water	0.35	45.50
				
2517000051				
Task 4				
J.A.				
7/8/02				

Subtotal	352.00
Sales Tax	21.12
TOTAL	373.12

"Thank You For Your Business"



LOBO TRUCKING, LTD

P.O. Box 2914 • Hobbs, New Mexico 88241
Office (505) 391-1331 • Fax (505) 397-0042

Invoice

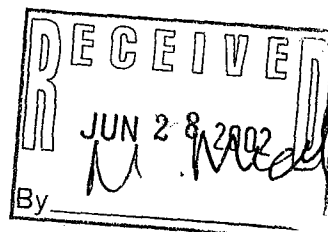
Invoice Number:
5635

Invoice Date:
Jun 12, 2002

Page: 1

Sold To:

AMEC Earth & Environmental, Inc.
2060 Afton Place
Farmington, NM 87401
USA



Customer ID: A100

Customer PO	Payment Terms	Due Date	Sales Rep ID
	Net 30 Days	7/12/02	1000

Quantity	Item	Description	Unit Price	Extension
		Subcontract No. 2517000051-04		
	01	Location: Goodwin Treating Plant	0.00	
	02	Co. Rep: Morgan Killian	0.00	
	03	Ticket No. 11155	0.00	
	04	Date: 06-07-02	0.00	
2.00	14	Transport Trk W/Driver #4	58.00	116.00
130.00	100	Fresh Water	0.35	45.50
	03	Ticket No. 08754	0.00	
	04	Date: 06-08-02	0.00	
2.50	11	Transport Trk W/Driver #1	58.00	145.00
130.00	100	Fresh Water	0.45	58.50
130.00	100	Fresh Water	0.35	45.50
	03	Ticket No. 08722	0.00	
	04	Date: 06-10-02	0.00	
4.00	12	Transport Trk W/Driver #2	58.00	232.00
260.00	100	Fresh Water	0.35	91.00
	03	Ticket No. 08721	0.00	
	04	Date: 06-10-02	0.00	
2.00	12	Transport Trk W/Driver #2	58.00	116.00
130.00	100	Fresh Water	0.35	45.50
	03	Ticket No. 08484	0.00	

Subtotal

Continued

Sales Tax

Continued

TOTAL

Continued

"Thank You For Your Business"



LOBO TRUCKING, LTD

P.O. Box 2914 • Hobbs, New Mexico 88241
Office (505) 391-1331 • Fax (505) 397-0042

Invoice

Invoice Number:
5635

Invoice Date:
Jun 12, 2002

Page: 2

Sold To:

AMEC Earth & Environmental, Inc.
2060 Afton Place
Farmington, NM 87401
USA

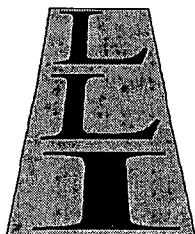
Customer ID: A100

Customer PO	Payment Terms	Due Date	Sales Rep ID
	Net 30 Days	7/12/02	1000

Quantity	Item	Description	Unit Price	Extension
	04	Date: 06-11-02	0.00	
2.00	12	Transport Trk W/Driver #2	58.00	116.00
130.00	100	Fresh Water	0.35	45.50
<p>Voucher to 2517000051 task 4 CJA 7/8/02</p>				

Subtotal	1,056.50
Sales Tax	63.39
TOTAL	1,119.89

"Thank You For Your Business"



Lea Land Inc.

Non-Hazardous Industrial
Waste Only Landfill

Mile Marker 64 U.S. Highway 62/180 East
P.O. Box 3247 • Carlsbad, New Mexico 88221-3247
Phone: (505) 887-4048 Fax: (505) 885-7640

INVOICE

BILL TO	SHIP FROM
AMEC Earth & Environmental Attn: Don Fernald / RE: 2517000051 2060 Afton Place Farmington, NM 87402	New Mexico OCD 7 Miles West / HWY 62 - 180 Hobbs, NM Lea County

CUSTOMER NO.	SUBCONTRACT NO.	SALES REP	SHIP VIA	TERMS	INVOICE DATE	INVOICE NO.
AMEC	2517000051-05	010	TRIPOD	NET 30	6/26/2002	1925
DESCRIPTION			QTY	U/M	UNIT PRICE	NET AMOUNT US DOLLARS
LANDFILLING - 6/20/2002 Non RCRA Hazardous Waste Solid						
Manifest # 25283			10.79	Tons	23.00	\$ 248.17
# 25284			8.98	Tons	23.00	\$ 206.54
# 25285			28.90	Tons	23.00	\$ 664.70
# 25286			26.99	Tons	23.00	\$ 620.77
TRANSPORTATION - Delivery to landfill			16	Hours	60.00	\$ 960.00
FUEL SURCHARGE - (.06 * total transportation cost)			.06		960.00	\$ 57.60
Subtotal:						\$ 2,757.78
New Mexico Sales Tax (5.25%):						\$ 144.78
PLEASE PAY THIS AMOUNT:						\$ 2,902.56

THANK YOU FOR YOUR BUSINESS.

REMIT TO:
LEA LAND INC. 1300 WEST MAIN STREET OKLAHOMA CITY, OK 73106 PHONE: (405) 236-4257

2517000051
Task 6

CJA 7/9/02

O F F I C E S

5100 Westheimer, #200
Houston, TX 77056
Phone: (713) 968-6511
Fax: (713) 968-6513

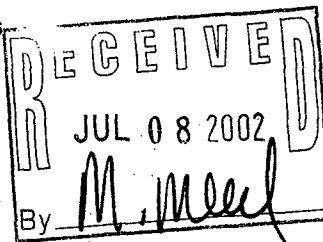
6070 Gateway East, #500C
El Paso, TX 79905
Phone: (915) 783-0114
Fax: (915) 775-9899

1300 West Main Street
Oklahoma City, OK 73106
Phone: (405) 236-4257
Fax: (405) 236-4261

STATEMENT



HOBBS IRON & METAL, INC.
 DBA STEEL DEPOT
 920 SOUTH GRIMES PH. 505-393-1726
 P.O. BOX 2007
 HOBBS, NEW MEXICO 88241



ACCOUNT NO
AMEC

PAGE
1

CHARGES OR PAYMENTS AFTER
 BILLING DATE 06-30-02
 WILL APPEAR ON NEXT STATEMENT

\$
AMOUNT ENCLOSED

AMEC
 2060 AFTON PLACE
 FARMINGTON, NM 87401

ALL CHARGES ON THIS STATEMENT DUE ON PRESENTATION PLEASE RETURN
 THIS PORTION OF STATEMENT WITH PAYMENT.

PLEASE RETAIN THIS PORTION OF STATEMENT FOR YOUR RECORDS

DATE	DESCRIPTION	REFERENCE	CHARGES	CREDITS
06-19-02	Invoice 2517000051 task 6 DA 7/8/02	102710	1200.00	
0 - 29	30 - 59	60 - 89	90 - 111	
Current	Past Due	Past Due	Past Due	
1200.00	0.00	0.00	0.00	
				1200.00 PLEASE PAY THIS AMOUNT

4. Back hauling of clean soil from the landfarm facility. The amount to be back hauled will be determined by the existing volume of clean fill currently at the facility and the volume of contaminated soil excavated and removed from the facility.
5. Sampling within the excavations for analysis at an OCD contracted laboratory.
6. Installation of a clay barrier within the excavations if determined appropriate by the OCD.
7. Back filling excavations with clean fill material when the OCD-approved clean up criteria have been met.
8. Providing written weekly updates once fieldwork begins regarding work performed, volumes of material removed, volumes of material hauled in and overall costs. Updates will be submitted monthly during the composting phase.
9. Preparation and submittal of a Phase III report. The report must include the work completed by the Phase III remediation and recommendations for any further remediation activity.
10. The work is more particularly described in paragraph D, herein.

C. MERGER

This Agreement, and attachments thereto, together with NMSHTD Price Agreement No. 00-805-09-17658, constitutes the entire agreement between the parties hereto and all previous agreements, conditions, promises, inducements and understandings shall be deemed to have merged in this Agreement.

D. SUMMARY OF PHASE III REMEDIAL ACTIONS AT THE GOODWIN TREATING PLANT

MOBILIZATION / DEMOBILIZATION					
ITEM NO.	ITEM	UNIT	PRICE PER UNIT	UNITS	COSTS
0003	project scientist/manager	hour	\$63	10 16	\$1,008.00
0005	field tech II	hour	\$42	22 16	\$672.00
0006	field tech I	hour	\$40	51.50 48	\$1,920.00
0029	trackhoe 2	day	\$550	6 6	\$3,300.00
0042	Mileage	mile	\$0.25	2027 1,988	\$497.00
0043	per diem	night	\$60	4 5	\$300.00
0053	pick-up trucks (3)	day	\$50	4 6	\$300.00
TOTAL					(a) \$7,997.00

630.00
924.00
2,060.00
3,300.00
506.75
240.00
200.00
7860.75 \$136.25

ON SITE WORK					
ITEM NO.	ITEM	UNIT	PRICE PER UNIT	UNITS	COSTS

week of July 12, 2002
\$2,415
\$17,115 total

0002	senior scientist	hour	\$75	82	50	\$3,750.00
0003	project scientist/manager	hour	\$63	71.25	120	\$7,560.00
0005	field tech II	hour	\$42	350.00	330	\$13,860.00
0006	field tech I (3)	hour	\$40	900.5	990	\$39,600.00
0010	secretary	hour	\$29	8	40	\$1,160.00
0021	PID	day	\$5	14	30	\$150.00
0029	trackhoe 2 (3)	day	\$550	86	90	\$49,500.00
0043	perdiem (4 - 5)	night	\$60	121	165	\$9,900.00
0053	pick-up truck (2)	day	\$50	56	90	\$4,500.00
0042	mileage	mile	0.25	5,413	2,250	\$562.50
TOTAL						(b) \$130,542.50

6,150.00
4,488.75
14,700.00
36,020.00
232.00
70.00
47,300.00
7,260.00
2,800.00
1,353.25
\$10,168.50
122,789.00
7,753.50
Remaining

546 Receipts
Trucking

OFFSITE HYDROCARBON SOIL TRANSPORT AND DISPOSAL					
ITEM NO.	ITEM	UNIT	PRICE PER UNIT	UNITS	COSTS
0045	disposal of contaminated soil	5 bbls = cubic yd	\$20	500	\$10,000.00
TOTAL					(c) \$10,000.00

7,500 ✓
2,550 ✓
10,050.00
-\$50.00

Turning End of July

ONSITE COMPOST PILE SET UP AND INITIAL WATERING					
ITEM NO.	ITEM	UNIT	PRICE PER UNIT	UNITS	COSTS
0002	senior scientist	hour	\$75	8	\$ 600.00
0003	project scientist/manager	hour	\$63	16	\$ 1,008.00
0005	field tech II	hour	\$42	99	\$ 4,158.00
0006	field tech I (2)	hour	\$40	348.5	\$ 7,920.00
0010	secretary	hour	\$29	8	\$ 232.00
0021	PID	day	\$5	10	\$ 50.00
0029	trackhoe 2 (2)	day	\$550	20.45	\$ 11,000.00
0052	water truck	day	\$200	25	\$ -
	Water purchase (at cost)	130 bbl	\$20.00	5,880 bbl	\$ 1,326.00
	120 bbl transport (at cost)	Hour	\$35 + \$58	1040 bbl	\$ 4,420.00
0043	perdiem	night	\$60	42	\$ 1,800.00
0053	pick-up truck	day	\$50	22	\$ 1,000.00
0042	mileage	mile	0.25	731	\$ 187.50
	fence (at cost)	LS	Each	6,000	\$ 6,000.00
	manure/trucking (at cost)	cubic yd	8.75	3724	\$ 27,343.75
TOTAL					(d) \$ 67,045.25

0
0
0
13,940.00
0
0
11,247.50
5000.00
1,176.00 ✓
1,149.01 ✓
2,520.00
1,100.00
182.75
4,250.00 ✓
26,068.00 ✓
\$67.99
66,977.26

Receipt
Receipt 6/20
Receipt Fence
Receipt Trucking

MAINTENANCE OF COMPOST PILE (3 turning events) ① 9-3-02					
ITEM NO.	ITEM	UNIT	PRICE PER UNIT	UNITS	COSTS
0002	senior scientist	hour	\$75	6	\$ 450.00
0003	project scientist/manager	hour	\$63	6	\$ 378.00
0005	field tech II	hour	\$42	240	\$ 10,080.00
0006	field tech I	hour	\$40	-	\$ -

0010	secretary	hour	\$29	6	\$ 174.00
0021	PID	day	\$5	15	\$ 75.00
0029	trackhoe 2	day	\$550	15	\$ 8,250.00
	Water purchase (at cost)	130 bbl	\$39	110	\$ 4,290.00
	120 bbl transport (at cost)	Hour	\$65	140	\$ 9,100.00
0052	water truck	day	\$125	-	\$ -
0043	perdiem	night	\$60	18	\$ 1,080.00
0053	pick-up truck	day	\$50	21	\$ 1,050.00
0042	mileage	mile	0.25	2,700	\$ 675.00
TOTAL					(e) \$ 35,602.00

REMOVAL AND DISPOSAL OF HEATER-TREATERS					
ITEM NO.	ITEM	UNIT	PRICE PER UNIT	UNITS	COSTS
	subcontract shear (at Cost)	LS	\$ 2,000.00	1.0	\$2,000.00
0029	trackhoe 2	day	\$550	0.55	\$165.00
0006	field tech I <u>II</u>	hour	\$42 \$40	5.5 3.0	\$120.00
	transport (at cost)	hour	\$60	8.0	\$480.00
	Disposal (at cost)	ton	\$23	20.0	\$460.00
TOTAL					(f) \$3,225.00

1200.00 ✓
302.50
231
2,902.56 ✓
-114.11.06.
4,636.06

CLAY LINER PLACEMENT					
ITEM NO.	ITEM	UNIT	PRICE PER UNIT	UNITS	COSTS
	clay (at cost)	cubic yd	\$7.50	-	\$0.00
0006	field tech I	hour	\$40	-	\$0.00
0029	trackhoe 2	day	\$550	-	\$0.00
TOTAL					(g) \$0.00

BACKFILLING AND SITE RESTORATION					
ITEM NO.	ITEM	UNIT	PRICE PER UNIT	UNITS	COSTS
0002	senior scientist	hour	\$75	16	\$1,200.00
0003	project scientist/manager	hour	\$63	24	\$1,512.00
0005	field tech II	hour	\$42	99	\$4,158.00
0006	field tech I	hour	\$40	198	\$7,920.00
0010	secretary	hour	\$29	16	\$464.00
0021	PID	day	\$5	10	\$50.00
0029	trackhoe 2	day	\$550	20	\$11,000.00
0043	perdiem	night	\$60	35	\$2,100.00
0053	pick-up truck	day	\$50	20	\$1,000.00
0042	mileage	mile	0.25	900	\$225.00
TOTAL					(h) \$29,629.00

Receipt R
Receipt R

**INVOICE**

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State of New Mexico
1220 South St. Francis Drive
Santa Fe, NM 87505

ATTENTION: Martyne Kieling

Professional Services Through AUG-02-2002

Project 2-517-000051 Goodwin Treating Plant Remediation

Hobbs, NM
Project Manager: Martyne Kieling
PO # 00-805-09-17658
Document # 02-098-001032; JPA 02-521-07-167

LABOR	79,375.75
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OTHER EXPENSES	130,522.32
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CURRENT BILLING	209,898.07
NMGRT @ 5.25 %	11,019.65
AMOUNT DUE THIS INVOICE	220,917.72

TOTAL CONTRACT	284,040.75
PRIOR BILLINGS	.00
CURRENT INVOICE	209,898.07

TOTAL REMAINING	74,142.68
-----------------	-----------

Project Manager: Fernald, Donald J

Terms: Net thirty (30) days. After thirty (30) days from invoice date a late charge of one and one-half percent (1½%) per month, or the maximum rate allowed by law may be charged.

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obilization / Demobilization**ABOR**

		HOURS	RATE	AMOUNT
Project Scientist/Manager				
Fernald, Donald J	05/31/02	10.00		
	***	10.00	63.00	630.00
Field Tech I				
Hare, Bruce L	06/07/02	10.50		
Hare, Bruce L	07/26/02	10.50		
	***	21.00	40.00	840.00
Motto, Demetre L	06/07/02	10.50		
Motto, Demetre L	07/26/02	9.50		
	***	20.00	40.00	800.00
Nez, Theodore J	06/07/02	10.50		
	***	10.50	40.00	420.00
Field Tech II				
Killion, Curtis Morg	06/07/02	11.50		
Killion, Curtis Morg	07/26/02	10.50		
	***	22.00	42.00	924.00
		83.50		3,614.00

XPENSES

		QTY	RATE	AMOUNT
Unit Testing				
Unit Pricing				
Trackhoe		3.00	day(s)	
	RA729D 06/03/02			
Trackhoe		3.00	day(s)	
	RA729D 07/21/02			
	***	6.00	550.0000	3,300.00

Unit Charges

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Mobilization / Demobilization (Con't)

				QTY	RATE	AMOUNT
Unit Charges						
Unit Pricing						
Mileage, Car				1,024.00	Mile(s)	
	RA701A	06/14/02				
Mileage, Car				504.00	Mile(s)	
	RA729D	07/20/02				
Mileage, Car				499.00	Mile(s)	
	RA729D	07/21/02				
		***		2,027.00		
					.2500	506.75
Per Diem						
				4.00	Man Day(s)	
	RA701A	06/14/02				
		***		4.00		
					60.0000	240.00
Truck Rental						
				2.00	Day(s)	
	RA729D	06/03/02				
Truck Rental						
				2.00	Day(s)	
	RA701A	06/14/02				
		***		4.00		
					50.0000	200.00
						4,246.75

On Site Work

LABOR

				HOURS	RATE	AMOUNT
Senior Scientist						
Fernald, Donald J		06/07/02		5.00		
Fernald, Donald J		06/14/02		8.00		
Fernald, Donald J		06/28/02		20.00		
Fernald, Donald J		07/12/02		20.00		
Fernald, Donald J		07/19/02		20.00		
Fernald, Donald J		07/26/02		9.00		
		***		82.00	75.00	6,150.00

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On Site Work (CON'T)

LABOR	HOURS	RATE	AMOUNT
Project Scientist/Manager			
Strzelczyk, Bogdan M 07/12/02	5.00		
Strzelczyk, Bogdan M 07/12/02	8.50		
***	13.50	63.00	850.50
Fernald, Donald J 05/24/02	8.00		
***	8.00	63.00	504.00
Ehrlich, Mark A 06/07/02	4.00		
Ehrlich, Mark A 06/14/02	5.00		
Ehrlich, Mark A 06/28/02	8.00		
***	17.00	63.00	1,071.00
Murley, William H 06/07/02	17.50		
Murley, William H 06/14/02	3.00		
Murley, William H 06/21/02	5.75		
Murley, William H 06/21/02	.50		
Murley, William H 07/05/02	4.00		
Murley, William H 07/12/02	2.00		
***	32.75	63.00	2,063.25
Field Tech I			
Hare, Bruce L 06/07/02	24.50		
Hare, Bruce L 06/07/02	23.50		
Hare, Bruce L 06/14/02	35.00		
Hare, Bruce L 06/14/02	37.50		
Hare, Bruce L 06/21/02	23.00		
Hare, Bruce L 06/28/02	28.50		
Hare, Bruce L 06/28/02	30.00		
Hare, Bruce L 07/05/02	10.50		
Hare, Bruce L 07/05/02	35.00		
Hare, Bruce L 07/12/02	22.00		
Hare, Bruce L 07/19/02	18.00		
***	287.50	40.00	11,500.00
Killion, Curtis Morg 06/14/02	32.50		
***	32.50	40.00	1,300.00
Motto, Demetre L 06/07/02	25.00		
Motto, Demetre L 06/21/02	40.00		
Motto, Demetre L 06/21/02	23.00		
Motto, Demetre L 06/28/02	33.50		

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ABOR

		HOURS	RATE	AMOUNT
Field Tech I				
Motto, Demetre L	06/28/02	19.00		
Motto, Demetre L	07/05/02	.50		
Motto, Demetre L	07/05/02	40.00		
	***	181.00	40.00	7,240.00
Nez, Theodore J	06/07/02	29.50		
Nez, Theodore J	06/07/02	6.50		
Nez, Theodore J	06/14/02	40.00		
Nez, Theodore J	06/14/02	24.50		
Nez, Theodore J	06/21/02	40.00		
Nez, Theodore J	06/21/02	22.50		
Nez, Theodore J	06/28/02	19.00		
Nez, Theodore J	06/28/02	40.00		
Nez, Theodore J	07/05/02	1.50		
Nez, Theodore J	07/05/02	40.00		
Nez, Theodore J	07/12/02	40.00		
Nez, Theodore J	07/12/02	11.00		
Nez, Theodore J	07/19/02	25.50		
Nez, Theodore J	07/19/02	40.00		
Nez, Theodore J	07/26/02	19.50		
	***	399.50	40.00	15,980.00
Field Tech II				
Killion, Curtis Morg	06/07/02	19.50		
Killion, Curtis Morg	06/07/02	28.50		
Killion, Curtis Morg	06/14/02	40.00		
Killion, Curtis Morg	06/21/02	23.50		
Killion, Curtis Morg	06/21/02	40.00		
Killion, Curtis Morg	06/28/02	28.50		
Killion, Curtis Morg	06/28/02	37.50		
Killion, Curtis Morg	07/05/02	40.00		
Killion, Curtis Morg	07/05/02	5.50		
Killion, Curtis Morg	07/19/02	33.50		
Killion, Curtis Morg	07/19/02	40.00		
Killion, Curtis Morg	07/26/02	13.50		
	***	350.00	42.00	14,700.00

Secretary

Terms: Net thirty (30) days. After thirty (30) days from invoice date a late charge of one and one-half percent (1½%) per month, or the maximum rate allowed by law may be charged.

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On Site Work (CON'T)

LABOR		HOURS	RATE	AMOUNT
Secretary				
Trujillo, Robert J.	05/31/02	8.00		
	***	8.00	29.00	232.00
		-----		-----
		1,411.75		61,590.75

EXPENSES		QTY	RATE	AMOUNT
Unit Testing				
Unit Pricing				
Trackhoe		10.00	day(s)	
	RA729B 06/07/02			
Trackhoe		12.00	day(s)	
	RA729B 06/14/02			
Trackhoe		12.00	day(s)	
	RA729B 06/21/02			
Trackhoe		17.00	day(s)	
	RA729B 06/28/02			
Trackhoe		9.00	day(s)	
	RA729B 07/05/02			
Trackhoe		12.00	day(s)	
	RA729B 07/12/02			
Trackhoe		12.00	day(s)	
	RA729B 07/19/02			
Trackhoe		2.00	day(s)	
	RA729B 07/26/02			
	***	-----		
		86.00	550.0000	47,300.00

Unit Charges				
Unit Pricing				
Mileage, Car		285.00	Mile(s)	
	RA729B 06/07/02			

Terms: Net thirty (30) days. After thirty (30) days from invoice date a late charge of one and one-half percent (1½%) per month, or the maximum rate allowed by law may be charged.

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			QTY	RATE	AMOUNT
Unit Charges					
Unit Pricing					
Mileage, Car			685.00	Mile(s)	
	RA701B	06/14/02			
Mileage, Car			270.00	Mile(s)	
	RA729B	06/14/02			
Mileage, Car			405.00	Mile(s)	
	RA729B	06/21/02			
Mileage, Car			391.00	Mile(s)	
	RA729B	06/28/02			
Mileage, Car			1,323.00	Mile(s)	
	RA729B	07/05/02			
Mileage, Car			40.00	Mile(s)	
	RA730D	07/05/02			
Mileage, Car			1,282.00	Mile(s)	
	RA729B	07/12/02			
Mileage, Car			33.00	Mile(s)	
	RA730D	07/12/02			
Mileage, Car			392.00	Mile(s)	
	RA730D	07/12/02			
Mileage, Car			266.00	Mile(s)	
	RA729B	07/19/02			
Mileage, Car			41.00	Mile(s)	
	RA729B	07/26/02			
	***		5,413.00	.2500	1,353.25
Per Diem					
	RA729G	06/07/02	5.00	Man Day(s)	
Nez, Theodore					
Per Diem					
	RA701B	06/07/02	5.00	Man Day(s)	
Killion, Curtis					
Per Diem					
	RA729G	06/14/02	7.00	Man Day(s)	
Nez, Theodore					
Per Diem					
	RA730B	06/14/02	6.00	Man Day(s)	

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			QTY	RATE	AMOUNT
Unit Charges					
Unit Pricing					
Per Diem			5.00	Man Day(s)	
	RA701B	06/21/02			
Killion, Curtis					
Per Diem			2.00	Man Day(s)	
	RA729G	06/21/02			
Killon, Curtis					
Per Diem			15.00	Man Day(s)	
	RA730B	06/21/02			
Per Diem			7.00	Man Day(s)	
	RA701B	06/21/02			
Nez, Theodore					
Per Diem			5.00	Man Day(s)	
	RA729G	06/28/02			
Nez, Theodore					
Per Diem			5.00	Man Day(s)	
	RA730D	06/28/02			
Hare					
Per Diem			7.00	Man Day(s)	
	RA729G	07/01/02			
Killion, Curtis					
Per Diem			5.00	Man Day(s)	
	RA730D	07/02/02			
Motto					
Per Diem			5.00	Man Day(s)	
	RA730D	07/05/02			
Killion					
Per Diem			5.00	Man Day(s)	
	RA730D	07/05/02			
Motto					
Per Diem			15.00	Man Day(s)	
	RA730B	07/12/02			
Per Diem			4.00	Man Day(s)	
	RA729G	07/12/02			
Per Diem			5.00	Man Day(s)	
	RA729G	07/12/02			
Nez, Theodore					

Terms: Net thirty (30) days. After thirty (30) days from invoice date a late charge of one and one-half percent (1½%) per month, or the maximum rate allowed by law may be charged.

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			QTY		RATE	AMOUNT
Unit Charges						
Unit Pricing						
Per Diem			5.00	Man Day(s)		
	RA729G	07/12/02				
Killion, Curtis						
Per Diem			7.00	Man Day(s)		
	RA729G	07/19/02				
Killion, Curtis						
Per Diem			1.00	Man Day(s)		
	RA730R	07/19/02				
Murley, W.						
***			121.00		60.0000	7,260.00
Truck Rental			8.00	Day(s)		
	RA729B	06/07/02				
Truck Rental			6.00	Day(s)		
	RA729B	06/14/02				
Truck Rental			6.00	Day(s)		
	RA729B	06/21/02				
Truck Rental			11.00	Day(s)		
	RA729B	06/28/02				
Truck Rental			8.00	Day(s)		
	RA729B	07/05/02				
Truck Rental			10.00	Day(s)		
	RA729B	07/12/02				
Truck Rental			6.00	Day(s)		
	RA729B	07/19/02				
Truck Rental			1.00	Day(s)		
	RA729B	07/26/02				
***			56.00		50.0000	2,800.00
PID			3.00	Day(s)		
	RA729B	06/07/02				
PID			3.00	Day(s)		
	RA729B	06/14/02				

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On Site Work

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			QTY		RATE	AMOUNT
Unit Charges						
Unit Pricing						
PID			2.00	Day(s)		
	RA729B	07/05/02				
PID			2.00	Day(s)		
	RA729B	07/12/02				
PID			4.00	Day(s)		
	RA729B	07/19/02				
	***		14.00		5.0000	70.00

58,783.25

Off Site Hydrocarbon Trans & Dispos

EXPENSES

			QTY		RATE	AMOUNT
Subcontractor						
J&L Landfarm Inc						
	000396	07/01/02				
	***					7,500.00

Supplies & Equipment

Albert Martinez Trucking

002216 06/14/02

CY OF MANURE TRANSPORTED TO
SITE

3,724 CY MANURE @ \$7.00/CY

2,550.00

10,050.00

Terms: Net thirty (30) days. After thirty (30) days from invoice date a late charge of one and one-half percent (1½%) per month, or the maximum rate allowed by law may be charged.

Direct all billing inquiries to your AMEC Earth & Environmental, Inc. Project Manager.
Please visit our website at
<http://www.amecee.com>

Federal Tax # 91-1641772



AMEC Earth & Environmental, Inc.
P.O. Box 24445
Seattle, Washington 98124-0445

INVOICE 518581

AUG-13-2002
Page Number 11

Onsite Compost Pile Set-up & Water

LABOR

		HOURS	RATE	AMOUNT
Field Tech I				
Hare, Bruce L	06/21/02	12.00		
Hare, Bruce L	06/21/02	34.00		
Hare, Bruce L	07/12/02	13.00		
Hare, Bruce L	07/12/02	22.00		
Hare, Bruce L	07/19/02	43.50		
Hare, Bruce L	07/19/02	10.00		
Hare, Bruce L	07/26/02	7.50		
	***	142.00	40.00	5,680.00
Motto, Demetre L	06/07/02	11.50		
Motto, Demetre L	06/07/02	4.50		
Motto, Demetre L	06/14/02	40.00		
Motto, Demetre L	06/14/02	24.50		
Motto, Demetre L	06/28/02	6.50		
Motto, Demetre L	07/12/02	39.50		
Motto, Demetre L	07/19/02	40.00		
Motto, Demetre L	07/19/02	25.50		
Motto, Demetre L	07/26/02	9.50		
	***	201.50	40.00	8,060.00
Nez, Theodore J	06/07/02	5.00		
	***	5.00	40.00	200.00
		-----		-----
		348.50		13,940.00

EXPENSES

		QTY	RATE	AMOUNT
Unit Testing				
Unit Pricing				
Trackhoe		1.50	day(s)	
	RA729A 06/07/02			
Trackhoe		.50	day(s)	
	RA729A 06/07/02			
Trackhoe		6.00	day(s)	
	RA729A 06/14/02			

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AMEC Earth & Environmental, Inc.
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Seattle, Washington 98124-0445

INVOICE

518581

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nsite Compost Pile Set-up & Water (Con't)

			QTY		RATE	AMOUNT
Unit Testing						
Unit Pricing						
Trackhoe			5.45	day(s)		
	RA729A	06/21/02				
Trackhoe			1.00	day(s)		
	RA729A	06/28/02				
Trackhoe			6.00	day(s)		
	RA729A	07/19/02				
	***		20.45		550.0000	11,247.50

Unit Charges						
Unit Pricing						
Mileage, Car			28.00	Mile(s)		
	RA729A	06/07/02				
Mileage, Car			29.00	Mile(s)		
	RA729A	06/07/02				
Mileage, Car			198.00	Mile(s)		
	RA729A	06/14/02				
Mileage, Car			210.00	Mile(s)		
	RA729A	06/21/02				
Mileage, Car			49.00	Mile(s)		
	RA729A	06/28/02				
Mileage, Car			189.00	Mile(s)		
	RA729A	07/19/02				
Mileage, Car			28.00	Mile(s)		
	RA729A	07/26/02				
	***		731.00		.2500	182.75

Per Diem			5.00	Man Day(s)		
	RA729G	06/07/02				
Motto, Demetre						
Per Diem			7.00	Man Day(s)		
	RA729G	06/14/02				
Motto, Demetre						

Terms: Net thirty (30) days. After thirty (30) days from invoice date a late charge of one and one-half percent (1½%) per month, or the maximum rate allowed by law may be charged.

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Federal Tax # 91-1641772



AMEC Earth & Environmental, Inc.
P.O. Box 24445
Seattle, Washington 98124-0445

INVOICE 518581

AUG-13-2002
Page Number 13

Onsite Compost Pile Set-up & Water (Con't)

			QTY		RATE	AMOUNT
Unit Charges						
Unit Pricing						
Per Diem			1.00	Man Day(s)		
	RA730D	06/28/02				
Motto						
Per Diem			7.00	Man Day(s)		
	RA730B	06/28/02				
Per Diem			6.00	Man Day(s)		
	RA730B	07/05/02				
Per Diem			2.00	Man Day(s)		
	RA730B	07/05/02				
Per Diem			7.00	Man Day(s)		
	RA729G	07/12/02				
Hare, Bruce						
Per Diem			7.00	Man Day(s)		
	RA729G	07/19/02				
Motto, Demetre						
		***	42.00		60.0000	2,520.00
Truck Rental			1.00	Day(s)		
	RA729A	06/07/02				
Truck Rental			1.00	Day(s)		
	RA729A	06/07/02				
Truck Rental			6.00	Day(s)		
	RA729A	06/14/02				
Truck Rental			6.00	Day(s)		
	RA729A	06/21/02				
Truck Rental			1.00	Day(s)		
	RA729A	06/28/02				
Truck Rental			6.00	Day(s)		
	RA729A	07/19/02				
Truck Rental			1.00	Day(s)		
	RA729A	07/26/02				
		***	22.00		50.0000	1,100.00

Terms: Net thirty (30) days. After thirty (30) days from invoice date a late charge of one and one-half percent (1½%) per month, or the maximum rate allowed by law may be charged.

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Federal Tax # 91-1641772



AMEC Earth & Environmental, Inc.
P.O. Box 24445
Seattle, Washington 98124-0445

INVOICE 518581

AUG-13-2002
Page Number 14

onsite Compost Pile Set-up & Water

(Con't)

Unit Charges

Unit Pricing

	QTY	RATE	AMOUNT
47 bbl Transport	5.00 each		
RA729A 06/21/02			
47 bbl Transport	6.00 each		
RA729A 06/28/02			
47 bbl Transport	3.00 each		
RA729A 07/05/02			
47 bbl Transport	4.00 each		
RA729A 07/12/02			
47 bbl Transport	6.00 each		
RA729A 07/19/02			
47 bbl Transport	1.00 each		
RA729A 07/21/02			

25.00

200.0000

5,000.00

Subcontractor

Gibbs Water Sales

072302 07/23/02
\$0.20/BBL x 5,880 BBLs

1,176.00

Harold Pruitt

000142 07/17/02
FENCE

4,250.00

Lobo Trucking Ltd

005635 06/12/02
17 HRS TRUCKING @ \$58/HR
005658 06/20/02
1,040 BBLs WATER @ .35 BBL

1,493.01

Supplies & Equipment

Terms: Net thirty (30) days. After thirty (30) days from invoice date a late charge of one and one-half percent (1½%) per month, or the maximum rate allowed by law may be charged.

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Federal Tax # 91-1641772



AMEC Earth & Environmental, Inc.
P.O. Box 24445
Seattle, Washington 98124-0445

INVOICE 518581

AUG-13-2002
Page Number 15

nsite Compost Pile Set-up & Water (Con't)

	QTY	RATE	AMOUNT
Supplies & Equipment			
Albert Martinez Trucking			
002216 06/14/02			
CY OF MANURE TRANSPORTED TO SITE			
3,724 CY MANURE @ \$7.00/CY			
002219 06/29/02			
***			26,068.00

			53,037.26

emoval & Disposal of Heater Treate

ABOR	HOURS	RATE	AMOUNT
Field Tech II			
Killion, Curtis Morg 06/21/02	5.50		
***	5.50	42.00	231.00
	-----		-----
	5.50		231.00

EXPENSES	QTY	RATE	AMOUNT
Unit Testing			
Unit Pricing			
Trackhoe	.55 day(s)		
RA729C 06/21/02			
***	.55	550.0000	302.50

Subcontractor			
lea Land Inc			
001925 06/26/02			
***			2,902.56

Other Costs

Terms: Net thirty (30) days. After thirty (30) days from invoice date a late charge of one and one-half percent (1½%) per month, or the maximum rate allowed by law may be charged.

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Please visit our website at
<http://www.amecee.com>

Federal Tax # 91-1641772



AMEC Earth & Environmental, Inc.
P.O. Box 24445
Seattle, Washington 98124-0445

INVOICE 518581

AUG-13-2002
Page Number 16

Removal & Disposal of Heater Treatate (Con't)

	QTY	RATE	AMOUNT
Other Costs			
Hobbs Iron & Metal Inc			
102710 06/19/02			
***			1,200.00

			4,405.06
** Total Project	2-517-000051		209,898.07
			=====

Terms: Net thirty (30) days. After thirty (30) days from invoice date a late charge of one and one-half percent (1½%) per month, or the maximum rate allowed by law may be charged.

Direct all billing inquiries to your AMEC Earth & Environmental, Inc. Project Manager.
Please visit our website at
<http://www.amecee.com>

Federal Tax # 91-1641772

TO: Martyne Kieling, OCD

DATE: April 25, 2002

FROM: Denise Zendel, Contracts Analyst
Office of the Secretary, EMNRD
1220 S. St. Francis Dr.
Santa Fe, NM 87505

Ph: 476-3215

E-mail: dzendel@state.nm.us

- ☒ For your handling.
- ☒ Attached is/are the approved encumbrance document(s) for your files.
Also attached are the pending document and DFA Encumbrance Report, for your files.
- ☒ Attached are 2 executed copies of JPA 02-521-07-167, SLO.
Please send one copy to the contractor and issue the notice to proceed.
The other copy/copies is/are for your files.

Comments:

PURCHASE DOCUMENT

AGENCY CODE	521	DOCUMENT NUMBER	02-199-005175
DATE	03/20/02	BUDGET FY	02

VENDOR CODE	911641772
VENDOR NAME AND ORDER ADDRESS	
AMEC EARTH & ENVIRONMENTAL INC	
8519 JEFFERSON NE	
ALBUQUERQUE, NM 87113	

S H I P T O
OIL CONSERVATION DIVISION
1220 SO. ST. FRANCIS DRIVE
SANTA FE, NM 87505

DO NOT STAPLE BAR CODES

B I L T O
OIL CONSERVATION DIVISION
1220 SO. ST. FRANCES DRIVE
SANTA FE, NM 87505

AGENCY CONTACT
MANAYA

PHONE NUMBER

LN	FUND	AGCY	ORG/PRG	APPR UNIT	DIVISION	OBJECT	AMOUNT
01	199	521	P586	300	0700	3522	100000.00
TOTAL							100,000.00
Maximum of six accounting lines per purchase document							
OR AGENCY USE:							
LN	FUND	AGCY	ORG/PRG	APPR UNIT	DIVISION	OBJECT	AMOUNT
1	199	521	0750	301	0700	3522	100000.00
TOTAL							100,000.00

☐ PURCHASE REQUISITION
(BIDS MUST BE REQUESTED FOR ITEMS OVER \$1,500.00)

BUYER:

RECOMMENDED SOURCE & SPECIAL REMARKS:

☐ ESTABLISH ☐ RENEWAL NO:

☐ CONTRACT, PRICE AGREEMENT, PURCHASE ORDER
OTHER THAN PROFESSIONAL SERVICE CONTRACTS:
(APPROVED VENDORS MUST BE USED FOR ITEMS UNDER CONTRACT)

C/P# /PO#

EXPIRES:

☐ DIRECT PURCHASE ORDER
(ONLY VALID FOR PURCHASES \$1,500.00 AND UNDER)

☐ EXEMPT FROM THE NM PROCUREMENT CODE

PURSUANT TO SECTION

NMCA

☒ EXCLUDED FROM PROCUREMENT THROUGH STATE PURCHASING

PURSUANT TO SECTION 13-1-99A

NMCA, 1978

☐ FOR ENCUMBERING PURPOSES ONLY

REASON:

AGENCY APPROVAL - I certify that the proposed purchase represented by this document is authorized by and is made in accordance with all State (and if applicable Federal) legislation, rules and regulations. I further certify that adequate unencumbered cash and budget expenditure authority exists for this proposed purchase and all other outstanding purchase commitments and accounts payable.

AGENCY AUTHORIZED SIGNATURE:

DATE: 3-20-02

generated by : New Mexico Energy, Minerals and Natural Resources. Advantage Web System Version 2.1 02/12/02

① VENDOR/SPD(ONLY)

② DFA COPY

③ AGENCY COPY

④ AGENCY COPY

© 2001 State of New Mexico

PURCHASE DOCUMENT
CONTINUATION SHEET

DELIVERY DATE	03/20/02	FOB	D
BUDGET VERIFIED BY:			

AGENCY
NAME

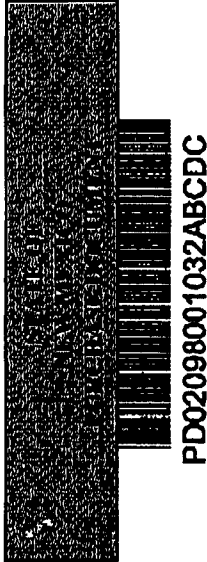
ENERGY, MINERALS & NAT RES

OMM LN	QUANTITY	UNIT	COMMODITY CODE	ACCT LN	ARTICLE AND DESCRIPTION	UNIT COST	TOTAL COST
1	1.0000	EACH	CCCC		PHASE 3 CLEANUP GOODWIN TREATING PLANT, LEA CO.	100000.0000	100000.00
2	1.0000	EACH	CCCC		JPA 02-521-07-167, EXP. 3-31-02	0.0000	0.00
TOTAL						100,000.00	100,000.00

generated by : New Mexico Energy, Minerals and Natural Resources. Advantage Web System Version 2.1 02/12/02 © 2001 State of New Mexico

VENDOR CODE 911641772

VENDOR NAME AND ORDER ADDRESS
AMEC BARTH & ENVIRONMENTAL INC
8519 JEFFERSON NE
ALBUQUERQUE NM 87113



BUDGET FY 02 DATE 04-22-2002 PAGE 1 of 1

AGENCY CODE 539 DOC NUMBER 02-098-001032

TERMS DELIVERY DATE FOB

STATE OF NEW MEXICO
NM STATE LAND OFFICE
310 OLD SANTA FE TRAIL
P.O. BOX 1148
SANTA FE, NM 87504-1148

AGENCY CONTACT DAVID COSS PHONE NUMBER (505) 827-5739

PURCHASE REQUESTION
(THIS MUST BE REQUESTED FOR IDEAS OVER \$500.00)

RECOMMENDED BUYER'S SPECIAL REMARKS:

ESTABLISH ☐ RENEWAL NO. ☐

CONTRACT, PRICE AGREEMENT, PURCHASE ORDER
OTHER THAN PROFESSIONAL SERVICE CONTRACTS:
(APPROVED VENDORS MUST BE USED FOR THESE ORDER CONTRACTS)

CIPA/PO# 00-805-09-17658 EXPIRES: 08-31-2002

DIRECT PURCHASE ORDER ☐

(ONLY FILLED FOR PURCHASES WITH APO AND ORDER) ☐

EXEMPT FROM THE NM PROCUREMENT CODE ☐

FORUM TO SECTION ☐ RSCA, NPA

EXCLUDED FROM PROCUREMENT THROUGH STATE PURCHASING ☐

FORUM TO SECTION ☐ JACA, NPA

FOR ENCUMBERING PURPOSES ONLY ☐

ALSO FOR:

LN	FUND	AGCY	ORG	OBJECT	AMOUNT	FOR AGENCY USE
01	098	539	0400	3532	200,000.00	200,000.00
TOTAL					200,000.00	Agency Total: 200,000.00

MAINTENANCE OF SIX ACCOUNTING DISTRIBUTION LINES PER PURCHASE DOCUMENT

AGENCY APPROVAL: I certify that the proposed purchase represented by this document is authorized by and is made in accordance with all State (and if applicable, Federal) legislation, rules and regulations. I further certify that adequate unencumbered cash and budgetary resources are available for this proposed purchase and all other outstanding purchase commitments and accounts payable.

AGENCY AUTHORIZED SIGNATURE: *Debra Galt* TITLE: *4/22/02*

APPROVAL 1 DATE APPROVAL 2 DATE

COMB LN	QUANTITY	UNIT	COMMODITY CODE	ACCT LN	ARTICLE AND DESCRIPTION	UNIT COST	TOTAL COST
01	1	EA.			JOINT POWERS AGREEMENT CONTRACT #00-805-09-17658	200,000.00	200,000.00
TOTAL							200,000.00

Prepared by DAR 04-22-2002 14:29:15

Created by AIDS V. 00 06-28-2000

1996 State of NM

STATE OF NEW MEXICO
PURCHASE DOCUMENT

AGENCY CODE	521	DOCUMENT NUMBER	02-199-005175
DATE	03/20/02	BUDGET FY	02

VENDOR CODE	911641772
VENDOR NAME AND ORDER ADDRESS	
AMEC EARTH & ENVIRONMENTAL INC	
8519 JEFFERSON NE	
ALBUQUERQUE, NM 87113	

DO NOT STAPLE BAR CODES

S H I P T O	OIL CONSERVATION DIVISION 1220 SO. ST. FRANCIS DRIVE SANTA FE, NM 87505
B L L T O	OIL CONSERVATION DIVISION 1220 SO. ST. FRANCES DRIVE SANTA FE, NM 87505

AGENCY CONTACT	MANAYA	PHONE NUMBER
----------------	--------	--------------

LN	FUND	AGCY	ORG/PRG	APPR UNIT	DIVISION	OBJECT	AMOUNT
01	199	521	P586	300	0700	3522	100000.00
<div style="text-align: center; font-size: 2em; opacity: 0.5;">REFLECT</div>							
TOTAL							100,000.00

Maximum of six accounting lines per purchase document

FOR AGENCY USE:

LN	FUND	AGCY	ORG/PRG	APPR UNIT	DIVISION	OBJECT	AMOUNT
1	199	521	0750	301	0700	3522	100000.00
TOTAL							100,000.00

☐ PURCHASE REQUISITION
(BIDS MUST BE REQUESTED FOR ITEMS OVER \$1,500.00)

RECOMMENDED SOURCE & SPECIAL REMARKS:

BUYER:

☐ ESTABLISH ☐ RENEWAL NO.:

CONTRACT, PRICE AGREEMENT, PURCHASE ORDER
OTHER THAN PROFESSIONAL SERVICE CONTRACTS:
(APPROVED VENDORS MUST BE USED FOR ITEMS UNDER CONTRACT)

CIPA /PO# 0252107167 EXPIRES:

DIRECT PURCHASE ORDER

(ONLY VALID FOR PURCHASES \$1,500.00 AND UNDER)

EXEMPT FROM THE NM PROCUREMENT CODE

PURSUANT TO SECTION

EXCLUDED FROM PROCUREMENT THROUGH STATE PURCHASING

PURSUANT TO SECTION

FOR ENCUMBERING PURPOSES ONLY

REASON:

AGENCY APPROVAL - I certify that the proposed purchase represented by this document is authorized by and is made in accordance with all State (and if applicable Federal) legislation, rules and regulations. I further certify that adequate unencumbered cash and budget expenditure authority exists for this proposed purchase and all other outstanding purchase commitments and accounts payable.

AGENCY AUTHORIZED SIGNATURE: _____ DATE: _____

APPROVAL 1	DATE 3-20-02	APPROVAL 2	DATE
------------	--------------	------------	------

Generated by : New Mexico Energy, Minerals and Natural Resources. Advantage Web System Version 2.1 02/12/02

① VENDOR/SPD(ONLY) ② DEFA COPY ③ AGENCY COPY ④ AGENCY COPY

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AGENCY CODE	521	DOCUMENT NUMBER	02-199-005175
DATE	03/20/02	BUDGET FY	02

STATE OF NEW MEXICO
PURCHASE DOCUMENT
CONTINUATION SHEET

TERMS	
DELIVERY DATE	03/20/02
FOB	D
BUDGET VERIFIED BY:	

AGENCY NAME ENERGY, MINERALS & NAT RES

COMM LN	QUANTITY	UNIT	COMMODITY CODE	ACCT LN	ARTICLE AND DESCRIPTION	UNIT COST	TOTAL COST
1	1.0000	EACH	CCCC		PHASE 3 CLEANUP GOODWIN TREATING PLANT, LEA CO.	100000.0000	100000.00
TOTAL						100,000.00	100,000.00

ENERGY, MINERALS AND NATURAL RESOURCES DEPARTMENT

List of Encumbrances on DFA/CFRAS File for Current Date with Parameters

As of 04/24/2002

<u>Org.</u>	<u>Object</u>	<u>Trans. Nbr.</u>	<u>Accept Date</u>	<u>FY</u>	<u>Vendor</u>	<u>Amount</u>	<u>DB/CR</u>
2300	0791	00213010047	04/24/2002	00	SPANKY'S CAFE	(\$572.44)	C
0300	0411	01199009313	04/24/2002	01	FRANKLIN COVEY CATALOG SALES	(\$23.38)	C
2300	0791	01213001176	04/24/2002	01	QUAY COUNTY COURTHOUSE	(\$1,890.00)	C
2300	0441	01213008649	04/24/2002	01	COMP USA	(\$6.62)	C
2300	0261	01213009119	04/24/2002	01	WRIGHT EXPRESS FINANCIAL SVCS	(\$370.18)	C
2300	0251	01213009119	04/24/2002	01	WRIGHT EXPRESS FINANCIAL SVCS	(\$277.61)	C
P587	4632	02199000378	04/24/2002	02	EL PASO ELECTRIC CO	\$1,500.00	D
P589	4652	02199000421	04/24/2002	02	XEROX CORP	\$1,000.00	D
P589	3532	02199000546	04/24/2002	02	**VOID**LAS CRUCES, CITY OF	(\$17,266.81)	C
P586	3522	02199005175	04/24/2002	02	AMEC EARTH & ENVIRONMENTAL INC	\$100,000.00	D
P589	3522	02199005197	04/24/2002	02	REBUILD CENTRAL NEW MEXICO	\$110,245.00	D
P589	3532	02199005259	04/24/2002	02	LAS CRUCES, CITY OF	\$21,883.81	D
0203	4792	02213009004	04/24/2002	02	PORTALES, CITY OF	\$4,565.50	D
0103	0891	02509008426	04/24/2002	01	WESTERN MOBILE INC	\$2,977.46	D
0103	0811	02509008431	04/24/2002	01	HAYES TRUCKING & CONCRETE INC	\$4,049.38	D
0001	0811	02646008709	04/24/2002	00	SMITHCO CONSTRUCTION INC	\$39,796.88	D
9901	0841	02646008726	04/24/2002	99	MCT INDUSTRIES INC	\$4,575.00	D
5300	4811	02646008733	04/24/2002	02	BARTOO SAND & GRAVEL INC	\$3,375.00	D

Contract – Review Bureau
DFA Administrative Services Division
Bataan Memorial Bldg. Room 313
Santa Fe, New Mexico 87503
(505) 827-3865

DEPARTMENT OF FINANCE and ADMINISTRATION
JOINT POWERS AGREEMENT (JPA) BRIEF
JPA 1-7/96

Agencies must complete and transmit this form along with all backup documentation to the DFA.

PRIMARY PARTY: Energy, Minerals & Natural Resources Department

SECONDARY PARTY: New Mexico State Land Office

OTHER PARTY: _____

CONTACT NAME: Denise Zendel, Contracts Analyst PHONE: 476-3215

CONTACT ADDRESS: 1220 S. St. Francis Dr., Santa Fe, NM 87505

DOCUMENTS ENCLOSED: _____ AMOUNT: _____

X JPA Federal Funds \$ _____

_____ JPA Amendment General Funds \$ 200,000 (SLO)

X Purchase Document Other State Funds \$ 100,000 (EMNRD)

X Written Justification Local Gov. Funds \$ _____

_____ Other _____ TOTAL \$ _____

PURPOSE: To jointly remediate the Goodwin Treating Plant site in Lea County.

TERM: FROM: _____ TO: MARCH 31, 2003

For an amendment, list the original JPA expiration date: _____

Statutory Requirements – Agencies must check each blank certifying to DFA that the JPA:

XX Jointly exercises a power common to the parties (Transferring funds from one agency to another does not constitute the joint exercise of power);

XX Clearly specifies its purpose;

XX Establishes the method by which its purpose will be accomplished;

XX Establishes the manner in which the point power will be exercised;

XX Provides for strict accountability of all receipts and disbursements;

XX Addresses disposition, division, distribution and ownership of any property acquired as the result of the joint exercise of power; and

XX Specifies that any surplus money shall be returned in proportion to the contributions made.

Other Requirements – Agencies must enter Y (Yes) or N (No) or N/A (Not Applicable) to each of the following:

Y Is one original and at least two copies of the JPA or amendment attached? (DFA will forward copies to the contact).

Y Does the JPA or amendment have original signatures executed by authorized officers, employees or other representatives empowered to bind their respective entities?

Y Are all exhibits referred to in the JPA attached?

Y Does the JPA provide for the expenditure or transfer of public funds by a state agency? (All public money must be budgeted).

N Does the JPA provide for the transfer of local, state or federal funds to a state agency? (if the answer is yes, cite or attach the legislative authority permitting the receiving state agency to increase its budget from such a transfer).

NA If the JPA or amendment start date is prior to the date submitted to DFA or, if the original JPA has expired, is a justification letter requesting retroactive approval attached? (Letter must be signed by one of the parties).

Y Has the JPA or amendment been reviewed by legal counsel? If yes, state who: Stephen C. Ross

William B. Machie
AGENCY HEAD SIGNATURE

Administrative Services Division Director
TITLE
4/9/02
DATE



NEW MEXICO ENERGY, MINERALS and NATURAL RESOURCES DEPARTMENT

GARY E. JOHNSON

Governor

Betty Rivera

Cabinet Secretary

William B. Mackie

Director

Administrative Services Division

April 9, 2002

Harold G. Field, II, Secretary
Department of Finance and Administration
Bataan Memorial Building
Santa Fe, New Mexico 87503

Re: **JPA 02-521-07-167**
State Land Office

Dear Secretary Field:

Your approval is requested on the attached Joint Powers Agreement (JPA) between the Energy, Minerals and Natural Resources Department (EMNRD) and the State Land Office. The purpose of the JPA is to provide funding for a joint effort to perform the Phase III Cleanup of the Goodwin Treating Plant in Lea County. This cleanup effort will remove waste and contaminated surface and subsurface soils currently located at an abandoned treating plant located on land under state jurisdiction. The cleanup will ensure the protection of ground water, public health and the environment in the County.

The project is funded by the Oil and Gas Reclamation Fund and Special Appropriation Chapter 336 Laws of 2001 from the State Land Maintenance Fund for Expenditures in FY02.

Your consideration of this request is appreciated. If there are questions, please contact Martyne J. Kieling at 476-3488.

Sincerely,


William B. Mackie



NEW MEXICO ENERGY, MINERALS and NATURAL RESOURCES DEPARTMENT

GARY E. JOHNSON

Governor
Betty Rivera
Cabinet Secretary

Lori Wrotenbery
Director
Oil Conservation Division

MEMORANDUM

To: Judith A. Amer, Department of Finance and Administration

From: Stephen C. Ross, Assistant General Counsel *SCR*
Energy, Minerals & Natural Resources Department

Date: April 23, 2002

Re: Attached Joint Powers Agreement

As we discussed on the telephone, I'm returning the Joint Powers Agreement to you unchanged for approval. We have discussed the liability issue you raised (paragraph 11), but, as the Scope of Work has been clearly defined in Exhibit A and agreed to by the parties, and as the site has been investigated thoroughly, the chances of a dispute between the parties concerning Phase III of the clean-up seems remote. If otherwise appropriate, we'd like approval of the agreement at this time.

If you have any questions at any time, please feel free to give me a call at 476-3451.
Thanks again for bringing this issue to our attention.

Cc: Martyne Kieling
Denise Zendel

**JOINT POWERS AGREEMENT
BETWEEN THE
NEW MEXICO ENERGY, MINERALS AND
NATURAL RESOURCES DEPARTMENT
AND THE
NEW MEXICO COMMISSIONER OF PUBLIC LANDS**

THIS AGREEMENT is made and entered into by the Energy, Minerals and Natural Resources Department (EMNRD) and the New Mexico Commissioner of Public Lands ("Commissioner") pursuant to the Joint Powers Agreements Act, NMSA 1978, Sections 11-1-1, et seq.

The common power to be exercised is as follows:

EMNRD and the Commissioner are public agencies and are authorized by law to enter into this Joint Powers Agreement, and

Pursuant to NMSA 1978, Section 70-2-12(B)(18) of the Oil and Gas Act, EMNRD has authority to spend funds from the Oil and Gas Reclamation Fund to plug dry and abandoned oil and gas wells and to restore and remediate abandoned well sites and associated production facilities; and

Pursuant to the New Mexico Constitution, Art. XIII, § 2, and NMSA 1978, Sections 19-1-1 through 19-14-3, the Commissioner has jurisdiction over certain lands owned by the State of New Mexico and has received a Special Appropriation from the New Mexico State Legislature, as specified in Chapter 336, Laws of 2001 from the State Land Maintenance Fund for Expenditures in Fiscal Year 02, for purposes including remediation of contaminated sites.

RECITALS:

WHEREAS, the Goodwin Treating Plant in Lea County is an abandoned oil and gas production facility located on land under the jurisdiction of the Commissioner with both surface and subsurface contamination resulting from oil and gas operations that occurred on the premises, and it is in the best interest of the state for the Commissioner and EMNRD to cooperate in restoring and remediating the site; and

WHEREAS, the Oil Conservation Division (OCD) of EMNRD has already undertaken a partial cleanup of the Goodwin site in two previous phases and the work has been paid with the assistance of the Oil and Gas Reclamation Fund, but additional work is necessary so that the contamination existing on the property is rendered safe and the property can be utilized;

WHEREAS, OCD has identified a contract to perform the third phase of the cleanup but is without adequate funds to complete the work;

WHEREAS, the Commissioner has funds from the above-mentioned Special Appropriation which can properly be utilized for this purpose and desires to pay for a portion of the work so that the site can be cleaned up without delay; and

WHEREAS, the parties hereto desire to enter into an agreement whereby EMNRD conducts Phase III of the cleanup and the Commissioner partially reimburses EMNRD for the work and to otherwise set forth herein their respective obligations toward the work,

**NOW, THEREFORE, IT IS MUTUALLY AGREED BETWEEN THE PARTIES AS
FOLLOWS:**

A. EMNRD shall:

1. conduct the Phase III clean up of the Goodwin Treating Plant according to the attached Scope of Work, Exhibit A;
2. subcontract its work herein to AMEC Earth and Environmental, Inc., (AMEC) (formerly known as "Agra Earth and Environmental, Inc.") pursuant to a Contract entered into by and between EMNRD and AMEC pursuant to New Mexico State Highway and Transportation Department Purchase Agreement No. 000-805-09-17658 (Exhibit B), but said subcontract shall not be executed until and unless each party has encumbered funds to the subcontract pursuant to this Agreement;
3. encumber one hundred thousand dollars (\$100,000.00) from the Oil and Gas Reclamation Fund to accomplish the Phase III cleanup at the Goodwin Treating Plant;
4. apprise the Commissioner of the start date for the Phase III cleanup of the Goodwin Treating Plant and of any changes to the scope of work;
5. direct, oversee and evaluate the work of AMEC;
6. update the Commissioner weekly in writing on the status of the Phase III cleanup once AMEC Earth and Environmental, Inc. has commenced work;
7. receive and review requests for payment from AMEC, and determine whether the work was performed, whether it was performed pursuant to specifications and whether the request for payment should be paid;

8. if appropriate pursuant to the analysis performed in the previous paragraph, forward the first two hundred thousand dollars (\$200,000.00) in requests for payment received from AMEC to the Commissioner for payment; and

9. if appropriate pursuant to the analysis performed in paragraph 7, above, pay AMEC. an amount that, taken together with previous payments, exceeds the sum of two hundred thousand dollars (\$200,000), but shall not to exceed the additional sum of one hundred thousand dollars \$100,000).

B. The Commissioner shall:

1. encumber two hundred thousand dollars (\$200,000.00) for the Phase III cleanup at the Goodwin Treating Plant; and

2. upon receipt of AMEC' requests for payment forwarded by EMNRD, promptly issue payment to AMEC and notify EMNRD that payment has been made. The Commissioner shall pay the first two hundred thousand dollars (\$200,000) in requests for payment received from AMEC and approved by EMNRD.

C. Payments to AMEC pursuant to this Joint Powers Agreement shall not exceed the sum of three hundred thousand dollars (\$300,000) and payments by EMNRD to AMEC shall not exceed the sum of one hundred thousand dollars (\$100,000) and payments by the Commissioner to AMEC shall not exceed the sum of two hundred thousand dollars (\$200,000). All amounts shall include Governmental Gross Receipts Taxes, if applicable.

3. **THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE SECRETARY OF THE NEW MEXICO DEPARTMENT OF FINANCE AND ADMINISTRATION.**

4. **Termination:** This Agreement shall terminate when Phase III of the clean up of the Goodwin Treating Plant site is complete or when total compensation to the subcontractor hereunder has reached the sum of three hundred thousand dollars (\$300,000), whichever occurs first. This Agreement may also be terminated by either party upon delivery of a written notice to the other at least thirty (30) days prior to the intended date of termination. By such termination, neither party may nullify or avoid any obligation required to have been performed prior to termination.

5. **Subcontracting:** The parties hereto have identified AMEC as the subcontractor who shall perform the duties specified in the scope of work above. Should the need arise for additional subcontracting, neither party may subcontract those additional services to be performed under this Agreement or obligate itself in any manner to any third party, with respect to any rights or responsibilities under this Agreement, without the prior written approval from the other party.

6. **Strict Accountability for Receipts and Disbursements:** EMNRD and the Commissioner shall be strictly accountable for receipts and disbursements relating hereto and shall make all relevant financial records available to EMNRD and the Commissioner, DFA and the New Mexico State Auditor upon request, and shall maintain all such records for three (3) years after this Agreement has expired or has been terminated.

7. **Appropriations:** The terms of this Agreement are contingent upon sufficient appropriation and authorization being granted by the New Mexico State Legislature. If sufficient appropriation or authorization is not granted, either party may terminate this Agreement, or suspend performance pending approval of sufficient appropriation or authorization, upon written notice. Alternatively, should the Legislature appropriate or authorize less than the entire amount shown in Paragraphs A and B above for the project to be carried out through this Agreement, the parties may agree to amend this Agreement to continue the project based upon the funds actually appropriated or authorized. Each party's decision as to whether sufficient appropriations are available shall be final, binding, and accepted by the other.

8. **Disposition, Division or Distribution of Property; Return of Surplus Funds:** Upon expiration or termination of this Agreement, if either party has property or funds in its possession belonging to the other, the same shall be returned in proportion to the parties' original contribution.

9. **Equal Opportunity Compliance:** The parties hereto agree to abide by all state and federal rules and regulations pertaining to equal opportunity. In accordance with those laws and the regulations issued pursuant thereto, the parties hereto agree to assure that no person in the United States shall, on the grounds of race, color, national origin, sex, age, or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in performance of this Agreement.

10. **Compliance with Funding Source Conditions:** The parties hereto

shall comply with all applicable state and federal statutes and regulations imposed by the funding source.

11. **Liability:** Neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, Sections 41-4-1, et seq., as amended.

12. **Amendment:** This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto and approved by the Secretary of the New Mexico Department of Finance and Administration.

IN WITNESS WHEREOF, the parties have herein set their hand.

STATE OF NEW MEXICO
ENERGY, MINERALS and NATURAL
RESOURCES DEPARTMENT

By: William B. Machie ASD Director
for the Cabinet Secretary

Date: 4/9/02

STATE LAND OFFICE

Fed. I.D. No.: _____

By: Ray Powell
Commissioner of Public Lands

Date: 4/5/02

This Agreement has been approved by:

STATE OF NEW MEXICO
DEPARTMENT OF FINANCE AND
ADMINISTRATION

By: Harold Fied JA 4/23/02

Date: 4-24-02

**SCOPE OF WORK
PHASE III REMEDIATION
GOODWIN TREATING PLANT
LEA COUNTY NEW MEXICO
JANUARY 2, 2002**

New Mexico State Highway and Transportation Department (NMSHTD) Price Agreement – Site Maintenance & Monitoring - 00-805-09-17658 Contract Vendor 1) AMEC Earth and Environmental, Inc. (Agra Earth and Environmental, Inc.) 8519 Jefferson, NE, Albuquerque, NM 87113, Tel 1-505-821-1801, TIN 911641772,

A. SUMMARY

The contractor shall perform the work necessary to perform the Phase III cleanup of the Goodwin Treating Plant Site, to properly remove equipment and surface contamination, investigate the extent of subsurface soil contamination, and remediate/restore the facility site. The Goodwin Treating Plant is located in the SW/4 NW/4 of Section 31, Township 18 South, Range 37 East, NMPM, Lea County, New Mexico.

B. SCOPE OF WORK

The scope of work includes, but is not limited to:

1. Removal of two treaters/separators and associated piping and equipment. Items must be sent to an OCD-approved disposal facility and must be disposed of in accordance with the rules of the OCD.
2. Removal of the tank bottom pile from the pit in the northwest corner of the facility. Tank bottom material must be sent to an OCD-approved landfarm for reclamation.
3. Removal or composting of contaminated soil from the former tank footprint locations. Contaminated soil removed must be sent to an OCD-approved landfarm for reclamation.
 - a. The decision to remove or compost will be made after item 2 is complete.
 - b. Composting will include the addition of manure from a local dairy or feedlot source, the addition of water if precipitation is poor, and turning every two weeks for 6 months.
 - c. Turning may not be approved until spring when the activity of the microbes is optimal.

4. Back hauling of clean soil from the landfarm facility. The amount to be back hauled will be determined by the existing volume of clean fill currently at the facility and the volume of contaminated soil excavated and removed from the facility.
5. Sampling within the excavations for analysis at an OCD contracted laboratory.
6. Installation of a clay barrier within the excavations if determined appropriate by the OCD.
7. Back filling excavations with clean fill material when the OCD-approved clean up criteria have been met.
8. Providing written weekly updates once fieldwork begins regarding work performed, volumes of material removed, volumes of material hauled in and overall costs. Updates will be submitted monthly during the composting phase.
9. Preparation and submittal of a Phase III report. The report must include the work completed by the Phase III remediation and recommendations for any further remediation activity.
10. The work is more particularly described in paragraph D, herein.

C. MERGER

This Agreement, and attachments thereto, together with NMSHTD Price Agreement No. 00-805-09-17658, constitutes the entire agreement between the parties hereto and all previous agreements, conditions, promises, inducements and understandings shall be deemed to have merged in this Agreement.

D. SUMMARY OF PHASE III REMEDIAL ACTIONS AT THE GOODWIN TREATING PLANT

MOBILIZATION / DEMOBILIZATION					
ITEM NO.	ITEM	UNIT	PRICE PER UNIT	UNITS	COSTS
0003	project scientist/manager	hour	\$63	16	\$1,008.00
0005	field tech II	hour	\$42	16	\$672.00
0006	field tech I	hour	\$40	48	\$1,920.00
0029	trackhoe 2	day	\$550	6	\$3,300.00
0042	Mileage	mile	\$0.25	1,988	\$497.00
0043	per diem	night	\$60	5	\$300.00
0053	pick-up trucks (3)	day	\$50	6	\$300.00
TOTAL				(a)	\$7,997.00

ON SITE WORK					
ITEM NO.	ITEM	UNIT	PRICE PER UNIT	UNITS	COSTS

0002	senior scientist	hour	\$75	50	\$3,750.00
0003	project scientist/manager	hour	\$63	120	\$7,560.00
0005	field tech II	hour	\$42	330	\$13,860.00
0006	field tech I (3)	hour	\$40	990	\$39,600.00
0010	secretary	hour	\$29	40	\$1,160.00
0021	PID	day	\$5	30	\$150.00
0029	trackhoe 2 (3)	day	\$550	90	\$49,500.00
0043	perdiem (4 - 5)	night	\$60	165	\$9,900.00
0053	pick-up truck (2)	day	\$50	90	\$4,500.00
0042	mileage	mile	0.25	2,250	\$562.50
TOTAL					(b) \$130,542.50

OFFSITE HYDROCARBON SOIL TRANSPORT AND DISPOSAL					
ITEM NO.	ITEM	UNIT	PRICE PER UNIT	UNITS	COSTS
0045	disposal of contaminated soil	5 bbls = cubic yd	\$20	500	\$10,000.00
TOTAL					(c) \$10,000.00

ONSITE COMPOST PILE SET UP AND INITIAL WATERING					
ITEM NO.	ITEM	UNIT	PRICE PER UNIT	UNITS	COSTS
0002	senior scientist	hour	\$75	8	\$ 600.00
0003	project scientist/manager	hour	\$63	16	\$ 1,008.00
0005	field tech II	hour	\$42	99	\$ 4,158.00
0006	field tech I (2)	hour	\$40	198	\$ 7,920.00
0010	secretary	hour	\$29	8	\$ 232.00
0021	PID	day	\$5	10	\$ 50.00
0029	trackhoe 2 (2)	day	\$550	20	\$ 11,000.00
0052	water truck	day	\$125	-	\$ -
	Water purchase (at cost)	130 bbl	\$39	34	\$ 1,326.00
	120 bbl transport (at cost)	Hour	\$65	68	\$ 4,420.00
0043	perdiem	night	\$60	30	\$ 1,800.00
0053	pick-up truck	day	\$50	20	\$ 1,000.00
0042	mileage	mile	0.25	750	\$ 187.50
	fence (at cost)	LS	Each	6,000	\$ 6,000.00
	manure/trucking (at cost)	cubic yd	8.75	3,125	\$ 27,343.75
TOTAL					(d) \$ 67,045.25

MAINTENANCE OF COMPOST PILE (3 turning events)					
ITEM NO.	ITEM	UNIT	PRICE PER UNIT	UNITS	COSTS
0002	senior scientist	hour	\$75	6	\$ 450.00
0003	project scientist/manager	hour	\$63	6	\$ 378.00
0005	field tech II	hour	\$42	240	\$ 10,080.00
0006	field tech I	hour	\$40	-	\$ -

0010	secretary	hour	\$29	6	\$ 174.00
0021	PID	day	\$5	15	\$ 75.00
0029	trackhoe 2	day	\$550	15	\$ 8,250.00
	Water purchase (at cost)	130 bbl	\$39	110	\$ 4,290.00
	120 bbl transport (at cost)	Hour	\$65	140	\$ 9,100.00
0052	water truck	day	\$125	-	\$ -
0043	perdiem	night	\$60	18	\$ 1,080.00
0053	pick-up truck	day	\$50	21	\$ 1,050.00
0042	mileage	mile	0.25	2,700	\$ 675.00
TOTAL				(e) \$ 35,602.00	

REMOVAL AND DISPOSAL OF HEATER-TREATERS					
ITEM NO.	ITEM	UNIT	PRICE PER UNIT	UNITS	COSTS
	subcontract shear (at Cost)	LS	\$ 2,000.00	1.0	\$2,000.00
0029	trackhoe 2	day	\$550	0.3	\$165.00
0006	field tech I	hour	\$40	3.0	\$120.00
	transport (at cost)	hour	\$60	8.0	\$480.00
	Disposal (at cost)	ton	\$23	20.0	\$460.00
TOTAL				(f) \$3,225.00	

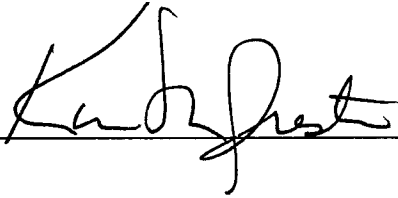
CLAY LINER PLACEMENT					
ITEM NO.	ITEM	UNIT	PRICE PER UNIT	UNITS	COSTS
	clay (at cost)	cubic yd	\$7.50	-	\$0.00
0006	field tech I	hour	\$40	-	\$0.00
0029	trackhoe 2	day	\$550	-	\$0.00
TOTAL				(g) \$0.00	

BACKFILLING AND SITE RESTORATION					
ITEM NO.	ITEM	UNIT	PRICE PER UNIT	UNITS	COSTS
0002	senior scientist	hour	\$75	16	\$1,200.00
0003	project scientist/manager	hour	\$63	24	\$1,512.00
0005	field tech II	hour	\$42	99	\$4,158.00
0006	field tech I	hour	\$40	198	\$7,920.00
0010	secretary	hour	\$29	16	\$464.00
0021	PID	day	\$5	10	\$50.00
0029	trackhoe 2	day	\$550	20	\$11,000.00
0043	perdiem	night	\$60	35	\$2,100.00
0053	pick-up truck	day	\$50	20	\$1,000.00
0042	mileage	mile	0.25	900	\$225.00
TOTAL				(h) \$29,629.00	

TOTAL COST FOR JOB	(i) \$284,844.75
Lea County Taxes (NMGRT)	5.25% \$ 14,954.35

TOTAL (i) \$ 284,844.75 + 14,954.35 (NMGRT) = (j) \$ 299,799.10

AMEC APPROVAL: _____



DATE: 1/9/2002, 2001 →

STATE OF NEW MEXICO
GENERAL SERVICES DEPARTMENT
PURCHASING DIVISION

RECEIVED

GSO/PO 002

SEP 25 2000

Environmental Bureau
Oil Conservation Division

2002 August

TERMS AND CONDITIONS UNLESS OTHERWISE SPECIFIED

1. General: When the State Purchasing Agent issues a purchase document in response to the Vendor's bid, a binding contract is created.
2. Variation in Quantity: No variation in the quantity of any item called for by this order will be accepted unless such variation has been caused by conditions of loading, shipping, packing or allow manufacturing process, and then only to the extent, if any, specified elsewhere in this order.
3. Assignment:
 - A. Neither the order, nor any interest therein, nor claim thereunder, shall be assigned or transferred by the Vendor, except as set forth in subparagraph 3B below or as expressly authorized by the state purchasing agent's office. No such assignment or transfer shall relieve the Vendor from the obligations and liabilities under this order.
 - B. Vendor agrees that any and all claims for overcharge resulting from antitrust violations which are borne by the State as to goods, services, and materials purchased in connection with : hereby assigned to the State.
4. State Furnished Property: State furnished property shall be returned to the State upon request in the same condition as received except for ordinary wear, tear and modifications ordered here:
5. Discounts: Prompt payment discounts will not be considered in computing the low bid. Discounts for payment within 20 days will be considered after the award of the contract. Discounted time computed from the date of receipt of the merchandise or invoice, whichever is later.
6. Inspection: Final inspection and acceptance will be made at the destination. Supplies rejected at the destination for non-conformance with specifications shall be removed, at the Vendor's risk and promptly after notice of rejection.
7. Inspection of Plant: The State Purchasing Agent may inspect, at any reasonable time, the part of the contractor's, or any subcontractor's plant or place of business, which is related to the performance of this contract.
8. Commercial Warranty: The Vendor agrees that the supplies or services furnished under this order shall be covered by the most favorable commercial warranties the Vendor gives to any customer supplies or services, and that the rights and remedies provided herein shall extend to the State and are in addition to and do not limit any rights afforded to the State by any other clause of this order agrees not to disclaim warranties of fitness for a particular purpose of merchantability.
9. Taxes: The unit price shall exclude all State taxes.
10. Packing, Shipping and Invoicing:
 - A. The State's purchase document number and the Vendor's name, user's name and location shall be shown on each packing and delivery ticket, package, bill of lading and other correspondence in connection with the shipments. The user's count will be accepted by the Vendor as final and conclusive on all shipment not accompanied by a packing ticket.
 - B. The Vendor's invoice shall be submitted in triplicate, duly certified and shall contain the following information: order number, description of supplies or services, quantities, unit price extended totals. Separate invoices shall be rendered for each and every complete shipment.
 - C. Invoice must be submitted to the using agency and NOT THE STATE PURCHASING AGENT.
11. Default: The State reserves the right to cancel all or any part of this order without cost to the State, if the Vendor fails to meet the provisions of this order and, except as otherwise provided herein, the Vendor liable for any excess cost occasioned by the State due to the Vendor's default. The Vendor shall not be liable for any excess costs if failure to perform the order arises out of causes beyond control and without the fault or negligence of the Vendor; such causes include, but are not restricted to, acts of God or the public enemy, acts of the State or Federal Government, fires, floods, export quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of subcontractors due to any of the above, unless the State shall determine that the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Vendor to meet the required delivery scheduled. The rights and remedies of the State provided in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law or under this order.
12. Non-collusion: In signing this bid, the Vendor certifies he/she has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this offer submitted to State Purchasing Agent.
13. Non-discrimination: Vendors doing business with the State of New Mexico must be in compliance with the Federal Civil Rights Act of 1964 and Title VII of the Act, (Rev., 1979), and the Americans with Disabilities Act of 1990, (Public Law 101-336).
14. The Procurement Code: Sections 13-1-28 through 13-1-99 NMSA 1978 imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for bribes, gratuities and kickbacks.
15. All bid items are to be NEW and of most current production, unless otherwise specified.
16. Payment for purchases: Except as otherwise agreed to: Late payment charges may be assessed against the user state agency in the amount and under the conditions set forth in Section 13-1-158 NMSA 1978.
17. Workers' Compensation: The Contractor agrees to comply with state laws and rules pertaining to workers' compensation benefits for its employees. If the Contractor fails to comply with the Workers' Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the contracting agency.
18. ATTENTION: Failure to complete all information on the bid envelope might necessitate the premature opening of the bid in order to identify the bid file. The bid number should be identified on the outside of the bid envelope.

**STATE OF NEW MEXICO
GENERAL SERVICES DEPARTMENT
PURCHASING DIVISION**

**DEPARTMENT
PRICE AGREEMENT**

Page 2

ARTICLE I - STATEMENT OF WORK

Under the terms and conditions of this Price Agreement the using agency may issue orders for items and/or services described herein. The terms and conditions of this Price Agreement shall form a part of each order issued hereunder.

The item and/or services to be ordered shall be as listed under ARTICLE IX - Price Schedule. All orders issued hereunder will bear both an order number and this Price Agreement number. As it is understood that no guarantee or warranty is made or implied, by either the New Mexico State Purchasing Agent or the user, that any order for any definite quantity will be issued under this Price Agreement. The contractor is required to accept the order and furnish the items and/or services in accordance with the articles contained hereunder for the quantity of each order issued.

ARTICLE II - TERM

The term of this Price Agreement for issuance of orders shall be as indicated in specifications

ARTICLE III - SPECIFICATIONS

Items and/or services furnished hereunder shall conform to the requirements of specifications and/or drawings applicable to items listed under ARTICLE IX - Price Schedule. Orders issued against this schedule will show the applicable Price Agreement item(s), numbers(s), and price(s); however they may not describe the item(s) fully.

ARTICLE IV - SHIPPING AND BILLING INSTRUCTIONS

Contractor shall ship in accordance with the instructions of this form. Shipment shall be made only against specific orders which the user may place with the contractor during the term indicated in ARTICLE II - TERM. The contractor shall enclose a packing list with each shipment listing the order number, Price Agreement number and the commercial parts number (if any) for each item. Delivery shall be made as indicated on page 1. If vendor is unable to meet stated delivery the State Purchasing Agent must be notified.

ARTICLE V - TERMINATION

This Price Agreement may be terminated by either signing party upon written notice to the other at least thirty (30) days in advance of the date of termination. Notice of Termination of the Price Agreement **SHALL NOT AFFECT ANY OUTSTANDING ORDERS.**

ARTICLE VI- AMENDMENT

This Price Agreement may be amended by mutual agreement of the NM State Purchasing Agent and the contractor upon written notice by either party to the other. An amendment to this Price Agreement **SHALL NOT AFFECT ANY OUTSTANDING ORDERS** issued prior to the effective date of the amendment as mutually agreed upon, and as published by the NM state Purchasing Agent. Amendments affecting price adjustments and/or extension of contract expiration are not allowed unless specifically provided for in the bid and contract documents.

ARTICLE VII - ISSUANCE OR ORDERS

Only written signed orders are valid under this Price Agreement. Form SPD-001A is the approved form for state agencies issuing Contract Orders under this Price Agreement. Other authorized government entities may utilize form SPD-001A or forms adapted by them for their own use.

ARTICLE VIII - PACKING (IF APPLICABLE)

Packing shall be in conformance with standard commercial practices.

ARTICLE IX - PRICE SCHEDULE

Prices as listed in the Price Schedule hereto attached, ARE FIRM.

PURCHASING DIVISION

PAGE 3

CONTRACT VENDORS:

(1)-5080420	505-821-1801	PAY DISC:	NET 45
AGRA EARTH & ENVIRONMENTAL INC		FOB:	DESTINATION
8519 JEFFERSON NE		DELIVERY:	AS REQUESTED
ALBUQUERQUE		NM 87113-0000 TAX-ID -	
(4)-5362041	505-243-5494	PAY DISC:	NET 30
FAITH ENGINEERING INC		FOB:	DESTINATION
ATTN:STUART E FAITH		DELIVERY:	UPON ORDER
1000 LOMAS BLVD NW			
ALBUQUERQUE		NM 87102-0000 TAX-ID -	
(7)-5422702	505-334-7373	PAY DISC:	NET
KLEINFELDER INC		FOB:	DESTINATION
4905 HAWKINS NE		DELIVERY:	AS REQUESTED
ALBUQUERQUE		NM 87109-0000 TAX-ID -	
(9)-5187719	505-268-2661	PAY DISC:	NET 30
RESPEC INC		FOB:	DESTINATION
4775 INDIAN SCHOOL RD NE		DELIVERY:	AS REQUESTED
SUITE 300			
ALBUQUERQUE		NM 87110-0000 TAX-ID -	

STATE OF NEW MEXICO
GENERAL SERVICES DEPARTMENT
PURCHASING DIVISION

00-805-09-17658
PAGE 4

ITEM *APPROX* UNIT * ARTICLE * UNIT * CONTRACT
* QTY * * AND DESCRIPTION * PRICE * VENDOR

STATE WIDE MULTIPLE SITE MONITORING AND REPORTING AT VARIOUS
SITES INCLUDING TUCUMCARI, SANTA ROSA, WILLIAMSBURG, CARLSBAD,
"OLD" GALLUP, "OLD" BELEN MAINTENANCE PATROL YARDS
AND OTHER SITES AS REQUIRED. SAMPLING OF SOIL AND GROUNDWATER
CONTAMINATED BY DIESEL, GASOLINE SALT OR OTHER CONTAMINANTS.
AWARD WILL BE TO LOWEST RESPONSIVE BIDDER, "ALL OR NONE."

M001

TO ESTABLISH A CONTRACT FOR A PERIOD OF TWO YEARS FROM
DATE OF AWARD, FOR WORK AT NMSHTD MAINTENANCE YARDS OR OTHER
SITES. WORK SHALL CONSIST OF WORKPLAN PREPARATION,
SAMPLING FOR LABORATORY TESTING* OF
GROUNDWATER IN ON-SITE WELLS AND SITE SOIL.
QUARTERLY REPORTS IN THREE (3) COPIES ARE REQUIRED,
PER SITE. NO "MARK-UP" OF SUBCONTRACTOR COSTS SHALL BE
ALLOWED.

SCOPE OF WORK:

PREPARATION AND MANAGEMENT OF WORKPLANS, INCLUDING
COORDINATION WITH THE NEW MEXICO ENVIRONMENT DEPARTMENT.
MANAGEMENT OF FIELD AND LABORATORY WORK, INCLUDING

PREPARATION OF REPORTS AND C.A.F. CLAIMS, UNDER THE
SUPERVISION OF A N.M. CERTIFIED SCIENTIST.

SOIL AND GROUNDWATER MONITORING OF EXSITING SITE WELLS
AND STOCKPILES BY SAMPLING,

LABORATORY TESTING AND REPORTING 4 TIMES YEARLY. EMERGENCY
AND CONTINGENCY MANAGEMENT OF COST NOT ANTICIPATED IN THIS

SCOPE OF WORK SUCH AS DAMAGE TO SURFACE AND SUBSURFACE
EQUIPMENT AND WELLS CAUSED BY EARTHQUAKE, VANDALISM, VIOLENT
WEATHER OR OTHER EVENTS. ELECTRICAL, PLUMBING, MASONRY,
CARPENTRY, DRILLING AND EXCAVATION WORK MAY BE REQUIRED.

TASK DESCRIPTION

FREQUENCY

- A. WORKPLAN PREPARATION.....YEARLY
- B. GROUNDWATER SAMPLING*.....QUARTER YEARLY
- C. REPORTING.....QUARTER YEARLY
- D. C.A.F. CLAIM PREPARATION.....TWICE YEARLY

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E. CONTIGENCY EVENTS & SOIL SAMPLING*.....AS REQUIRED

*COSTS OF LABORTARY ANALYSES SHALL BE COORDINATED
WITH AND BY NMSHTD USING A SEPARATE PRICE AGREEMENT
FOR WATER, SOIL AND AIR SAMPLES.

HOURLY RATES MUST CONFORM TO THE CATEGORIES DEFINED
HEREIN. INDIVIDUALS ASSIGNED TO A TASK MUST MEET
THE MINIMUM EDUCATION/EXPERIENCE CRITERIA. PAYMENT
WILL BE BASED ON TASK PERFORMED.

M002

EXPENSES

EXPENSES NOT EXPLICITLY PRE-APPROVED MAY BE BILLED TO THE
DEPARTMENT AT RATES THAT DO NOT EXCEED THE MAXIMUM LISTED
BELOW FOR RENTAL OR PURCHASE. THE TOTAL BILLABLE COST FOR
RENTAL EQUIPMENT SHALL NOT EXCEED 120% OF THE PURCHASE
PRICE. EXPENSES AND ORDINARY INVESTIGATIVE AND REMEDIAL
EQUIPMENT NOT LISTED MAY BE BILLED AT RATES NOT TO EXCEED
USUAL AND CUSTOMARY RENTAL OR LEASE RATES, OR AT COST.
SPECIALIZED INVESTIGATIVE OR REMEDIAL EQUIPMENT
MANUFACTURED IN-HOUSE MAY BE BILLED AT COST.
SHIPPING, TELEPHONE & ELECTRICAL CHARGES SHALL BE
BILLED AT COST, INVOICES TO BE PROVIDED QUARTERLY
TO USER FACILITY.

M003

TAX NOTE: PRICE SHALL NOT INCLUDE STATE GROSS RECEIPTS TAX
OR LOCAL OPTION TAX(ES). SUCH TAX OR TAXES SHALL BE ADDED
TO EACH INDIVIDUAL ITEM BID AT APPROPRIATE RATE.

BONDING:

BID SECURITY IN THE FORM OF A SURETY BOND EXECUTED BY A
SURETY COMPANY AUTHORIZED TO DO BUSINESS IN THE STATE OF
NEW MEXICO SHALL BE REQUIRED IN THE AMOUNT OF \$10,000.00.

A 100% PERFORMANCE BOND AND A 100% PAYMENT AND MATERIALS
BOND EXECUTED BY A SURETY COMPANY AUTHORIZED TO DO
BUSINESS IN THE STATE OF NEW MEXICO WILL BE REQUIRED OF THE
SUCCESSFUL BIDDER PRIOR TO AWARD OF CONTRACT.

CONTRACTOR(S) FURTHER AGREES TO:

- A. FURNISH ALL EQUIPMENT, LABOR AND TOOLS REQUIRED TO
PERFORM THE WORK SPECIFIED.

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- B. PROVIDE COMPETENT SUPERVISION AND SKILLED PERSONNEL TO CARRY ON ALL WORK IN PROGRESS.
- C. COMPLY WITH ALL LOCAL, STATE AND FEDERAL LAWS GOVERNING SAFETY, HEALTH AND SANITATION. THE CONTRACTOR SHALL PROVIDE ALL SAFEGUARDS, SAFETY DEVICES AND PROTECTIVE EQUIPMENT, AND TAKE ANY OTHER NEEDED ACTIONS NECESSARY TO PROTECT THE LIFE AND HEALTH OF EMPLOYEES ON THE JOB AND THE SAFETY OF THE PUBLIC, AND TO PROTECT THE PROPERTY OF THE STATE OF NEW MEXICO IN CONNECTION WITH THE PERFORMANCE OF THE WORK COVERED BY THIS CONTRACT.
- D. PROVIDE WORKMEN ADEQUATE INSURANCE, INCLUDING BUT NOT LIMITED TO WORKMAN'S COMPENSATION.
- E. MAKE NECESSARY ARRANGEMENTS FOR STORAGE OF HIS TOOLS AND/OR EQUIPMENT. THE NMSHTD WILL NOT BE RESPONSIBLE FOR ANY LOST OR STOLEN PROPERTY.
- F. BE RESPONSIBLE FOR ALL CLEANUP WORK ON THE PROJECT SITE(S) AND AT THE EQUIPMENT STORAGE AREA(S) PRIOR TO FINAL INSPECTION AND ACCEPTANCE.
- G. COMPLY WITH ALL APPLICABLE CODES FOR THIS TYPE OF WORK.
- H. BE HELD LIABLE FOR ANY DAMAGES WHICH OCCUR BECAUSE OF HIS NEGLIGENCE OR THAT OF HIS EMPLOYEES.

THIS IS A PUBLIC WORKS CONTRACT, SUBJECT TO THE PROVISIONS OF THE PUBLIC WORKS MINIMUM WAGE ACT, SECTIONS 13-14-11 THRU 13-4-17, ET SEQ. NMSA 1978 AS AMENDED. MINIMUM WAGE RATES AS DETERMINED AND PUBLISHED BY THE STATE LABOR COMMISSION, SANTA FE, NM SHALL BE IN EFFECT AND UTILIZED BY THE CONTRACTOR DURING THE LIFE OF THIS CONTRACT. WAGE DECISION NO. _____ DATED _____ IS A PART OF THIS AGREEMENT.

A POTENTIAL CONTRACTOR OR THE CONTRACTOR AGREES TO COMPLY WITH STATE LAWS AND RULES PERTAINING TO WORKER'S COMPENSATION INSURANCE COVERAGE FOR ITS EMPLOYEES, IF CONTRACTOR FAILS TO COMPLY, WITH THE WORKER'S COMPENSATION ACT AND APPLICABLE RULES WHEN REQUIRED TO DO SO, THE CONTRACT MAY BE CANCELLED EFFECTIVE IMMEDIATELY.

CONTRACTOR(S) SHALL INDEMNIFY AND HOLD HARMLESS THE STATE, ITS OFFICERS AND EMPLOYEES, AGAINST LIABILITY, CLAIMS,

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DAMAGES, LOSSES OR EXPENSES ARISING OUT OF BODILY INJURY TO PERSONS OR DAMAGE TO PROPERTY CAUSED BY, OR RESULTING FROM, CONTRACTOR(S) AND/OR ITS EMPLOYEES, OWN NEGLIGENT ACT(S) OR OMISSION(S) WHILE CONTRACTOR, AND/OR ITS EMPLOYEES, PERFORM(S) OR FAILS TO PERFORM IT'S OBLIGATIONS AND DUTIES UNDER THE TERMS AND CONDITIONS OF THIS AGREEMENT. THIS SAVE HARMLESS AND INDEMNIFICATION CLAUSE IS SUBJECT TO THE IMMUNITIES, PROVISIONS, AND LIMITATIONS OF THE TORT CLAIMS ACT (41-4-1, ET SEQ., N.M.S.A. 1978 COMP) AND SECTION 56-7-1, N.M.S.A. 1978 COMP. AND ANY AMENDMENTS THERETO. IT IS SPECIFICALLY AGREED BETWEEN THE PARTIES EXECUTING THIS AGREEMENT THAT IT IS NOT INTENDED BY ANY OF THE PROVISIONS OF ANY PART OF THE AGREEMENT TO CREATE THE PUBLIC OR ANY MEMBER THEREOF A THIRD PARTY BENEFICIARY OR TO AUTHORIZE ANYONE NOT A PARTY TO THE AGREEMENT TO MAINTAIN A SUIT(S) FOR WRONGFUL DEATH(S), BODILY AND/OR PERSONAL INJURY(IES) TO PERSON(S), DAMAGE(S) TO PROPERTY(IES) AND/OR ANY OTHER CLAIM(S) WHATSOEVER PURSUANT TO THE PROVISIONS OF THIS AGREEMENT.

THE CONTRACTOR SHALL PROCURE AND MAINTAIN AT THE CONTRACTOR'S EXPENSE INSURANCE OF THE KINDS AND IN THE AMOUNTS HEREIN PROVIDED. THIS INSURANCE SHALL BE PROVIDED BY INSURANCE COMPANIES AUTHORIZED TO DO BUSINESS IN NEW MEXICO AND SHALL COVER ALL OPERATIONS UNDER THE CONTRACT, WHETHER PERFORMED BY THE CONTRACTOR, THE CONTRACTOR'S AGENTS OR EMPLOYEES OR BY SUBCONTRACTORS. ALL INSURANCE PROVIDED SHALL REMAIN IN FULL FORCE AND EFFECT FOR THE ENTIRE PERIOD OF THE WORK, UP TO AND INCLUDING FINAL ACCEPTANCE, AND THE REMOVAL OF ALL EQUIPMENT AND EMPLOYEES, AGENTS AND SUBCONTRACTORS THEREFROM.

A) PUBLIC LIABILITY AND AUTOMOBILE LIABILITY INSURANCE.

1. GENERAL LIABILITY: BODILY INJURY LIABILITY AND PROPERTY DAMAGE LIABILITY INSURANCE APPLICABLE IN FULL TO THE SUBJECT PROJECT SHALL BE PROVIDED IN THE FOLLOWING MINIMUM AMOUNTS:

BODILY INJURY LIABILITY:

\$1,000,000 EACH PERSON; \$2,000,000 EACH OCCURRENCE
(ANNUAL AGGREGATE)

PROPERTY DAMAGE LIABILITY:

\$2,000,000 EACH OCCURRENCE (ANNUAL AGGREGATE)

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- A. THE POLICY TO PROVIDE THIS INSURANCE IS TO BE WRITTEN ON A COMPREHENSIVE GENERAL LIABILITY FORM OR COMMERCIAL GENERAL LIABILITY FORM WHICH MUST INCLUDE THE FOLLOWING:
1. COVERAGE FOR LIABILITY ARISING OUT OF THE OPERATION OF INDEPENDENT CONTRACTORS.
 2. COMPLETED OPERATION COVERAGE.
 3. ATTACHMENT OF THE BROAD FORM COMPREHENSIVE GENERAL LIABILITY ENDORSEMENT.
- B. IN THE EVENT THAT THE USE OF EXPLOSIVES IS A REQUIRED PART OF THE CONTRACT, THE CONTRACTORS INSURANCE MUST INCLUDE COVERAGE FOR INJURY TO OR DESTRUCTION OF PROPERTY ARISING OUT OF BLASTING OR EXPLOSION.
- C. IN THE EVENT THAT A FORM OF WORK NEXT TO AN EXISTING BUILDING OR STRUCTURE IS A REQUIRED PART OF THE CONTRACT, THE CONTRACTOR'S INSURANCE MUST INCLUDE COVERAGE FOR INJURY TO OR DESTRUCTION OF PROPERTY ARISING OUT OF:
1. THE COLLAPSE OF OR STRUCTURAL INJURY TO BUILDINGS OR STRUCTURES DUE TO EXCAVATION, INCLUDING BURROWING, FILLING OR BACK-FILLING IN CONNECTION THEREWITH, OR TO TUNNELING, COFFERDAM WORK OR CAISSON WORK OR TO MOVING, SHORING, UNDERPINNING, RAZING OR DEMOLITION OF BUILDINGS OR STRUCTURES OR REMOVAL OR REBUILDING OF STRUCTUAL SUPPORTS THEREOF.
- D. COVERAGE MUST BE INCLUDED FOR INJURY TO OR DESTRUCTION OF PROPERTY ARISING OUT OF INJURY TO OR DESTRUCTION OF WIRES, CONDUITS, PIPES, MAINS, SEWERS OR OTHER SIMILAR PROPERTY OR ANY APPARTUS IN CONNECTION THEREWITH BELOW THE SURFACE OF THE GROUND, IF SUCH INJURY OR DESTRUCTION IS CAUSED BY OR OCCURS DURING THE USE OF MECHANICAL EQUIPMENT FOR THE PURPOSE OF EXCAVATING, DIGGING OR DRILLING, OR TO INJURY TO OR DESTRUCTION OF PROPERTY AT ANY TIME RESULTING THEREFROM.

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2. AUTOMOBILE LIABILITY INSURANCE COVERAGE
FOR THE CONTRACTOR (WHETHER INCLUDED IN
THE POLICY PROVIDING GENERAL LIABILITY
INSURANCE OR IN A SEPERATE POLICY) MUST
PROVIDE LIABILITY FOR THE OWNERSHIP,
OPERATION AND MAINTENANCE OF OWNED,
NON-OWNED AND HIRED CARS. THE LIMITS
OF LIABILITY INSURANCE SHALL BE
PROVIDED IN THE FOLLOWING AMOUNTS:

BODILY INJURY LIABILITY:

\$1,000,000 EACH PERSON:
\$2,000,000 EACH OCCURRENCE
(ANNUAL AGGREGATE)

PROPERTY DAMAGE LIABILITY:

\$2,000,000 EACH OCCURRENCE
(ANNUAL AGGREGATE)

B. WORKER'S COMPENSATION INSURANCE.

THE CONTRACTOR'S SHALL ALSO CARRY WORKER'S
COMPENSATION INSURANCE OR OTHERWISE FULLY
COMPLY WITH THE PROVISION OF THE NEW MEXICO
WORKMEN'S COMPENSATION ACT AND OCCUPATIONAL
DISEASE DISABLEMENT LAW.

IF THE CONTRACTOR IS AN "OWNER-OPERATOR" OF SUCH
EQUIPMENT, IT IS AGREED THAT THE STATE OF NEW
MEXICO ASSUMES NO RESPONSIBILITY, FINANCIAL OR
OTHERWISE, FOR ANY INJURIES SUSTAINED BY THE
"OWNER-OPERATOR" DURING THE PERFORMANCE OF SAID
CONTRACT.

- C. CERTIFICATE OF INSURANCE/DEPARTMENT AS
ADDITIONAL INSURED. THE CONTRACTOR
BEING AWARDED THE CONTRACT/PRICE AGREE-
MENT SHALL FURNISH EVIDENCE OF CONTRACT-
OR'S INSURANCE COVERAGE BY A CERTIFICATE
OF INSURANCE. THE CERTIFICATE OF INSUR-
ANCE SHALL BE SUBMITTED PRIOR TO AWARD
OF THE CONTRACT/PRICE AGREEMENT.

THE CONTRACTOR SHALL HAVE THE N.M. STATE

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HIGHWAY & TRANSPORTATION DEPARTMENT NAMED
AS AN ADDITIONAL INSURED ON THE COMPRE-
HENSIVE GENERAL LIABILITY FORM OR COMMER-
CIAL GENERAL LIABILITY FORM FURNISHED BY
THE CONTRACTOR PURSUANT TO PARAGRAPH (A)
1. AND (A) 2., OF THIS SUBSECTION. THE
CERTIFICATE OF INSURANCE SHALL STATE THAT
THE COVERAGE PROVIDED UNDER THE POLICY IS
PRIMARY OVER ANY OTHER VALID AND COLLECT-
IBLE INSURANCE.

THE CERTIFICATE OF INSURANCE SHALL ALSO
INDICATE COMPLIANCE WITH THESE SPECIFI-
CATIONS AND SHALL CERTIFY THAT THE COVER-
AGE SHALL NOT BE CHANGED, CANCELLED OR
ALLOWED TO LAPSE WITHOUT GIVING THE
DEPARTMENT THIRTY (30) DAYS WRITTEN NOTICE
ALSO, A CERTIFICATE OF INSURANCE SHALL BE
FURNISHED TO THE DEPARTMENT ON RENEWAL OF
A POLICY OR POLICIES AS NECESSARY DURING
THE TERMS OF THE CONTRACT. THE DEPARTMENT
SHALL NOT ISSUE A NOTICE TO PROCEED UNTIL
SUCH TIME AS THE ABOVE REQUIREMENTS HAVE
BEEN MET.

D. UMBRELLA COVERAGE: THE INSURANCE LIMITS
CITED IN THE ABOVE PARAGRAPHS ARE MINIMUM
LIMITS. THIS SPECIFICATION IS IN NO WAY
INTENDED TO DEFINE WHAT CONSTITUTES ADEQU-
ATE INSURANCE COVERAGE FOR INDIVIDUAL CON-
TRACTOR. THE DEPARTMENT WILL RECOGNIZE
FOLLOWING FORM EXCESS COVERAGE (UMBRELLA)
AS MEETING THE REQUIREMENTS OF SUBSECTION
(A) 1.A. OF SECTION, SHOULD SUCH INSURANCE
OTHERWISE MEET ALL REQUIREMENTS OF SUCH
SUBSECTIONS.

E. OTHER REQUIRED INSURANCE: THE CONTRACTOR
SHALL PROCURE AND MAINTAIN, WHEN REQUIRED
BY THE DEPT., FORM AND TYPES OF BAILEE
INSURANCE SUCH AS, BUT NOT LIMITED TO,
BUILDER'S RISK INSURANCE, CONTRACTOR'S
EQUIPMENT INSURANCE, RIGGER'S LIABILITY
PROPERTY INSURANCE, ETC. IN AN AMOUNT
NECESSARY TO PROTECT THE DEPARTMENT
AGAINST CLAIMS, LOSSES AND EXPENSES
ARISING FROM THE DAMAGE, DISAPPEARANCE

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OR DESTRUCTION OF PROPERTY OF OTHERS IN
THE CARE, CUSTODY OR CONTROL OF THE
CONTRACTOR, INCLUDING PROPERTY OF OTHERS
BEING INSTALLED, ERECTED OR WORKED UPON
BY THE CONTRACTOR, HIS AGENTS OR SUB-
CONTRACTORS.

F. RAILROAD INSURANCE: IN THE EVENT THAT
RAILROAD PROPERTY IS AFFECTED BY THE SUB-
JECT CONTRACT, THE CONTRACTOR, IN ADDITION
TO THE ABOVE REQUIREMENTS, SHALL BE RE-
QUIRED TO FURNISH A RAILROAD PROTECTIVE
LIABILITY POLICY IN THE NAME OF THE RAIL-
ROAD COMPANY INVOLVED. IN ADDITION, ON
THOSE RAILS THAT ARE USED BY THE NATIONAL
RAILROAD PASSENGER CORPORATION (NRPC), THE
CONTRACTOR WILL ALSO OBTAIN A RAILROAD
PROTECTIVE LIABILITY POLICY IN THE NAME OF
NRPC.

THE LIMITS OF LIABILITY FOR THE RAILROAD PROTECTIVE
LIABILITY POLICY (OR POLICIES) MUST BE NEGOTIATED
WITH THE RAILROAD COMPANY ON A HAZARD AND RISK
BASIS IN NO EVENT WILL THE LIMITS EXCEED THE
FOLLOWING:

BODILY INJURY LIABILITY, PROPERTY DAMAGE
LIABILITY:

\$2,000,000 EACH OCCURANCE

LIABILITY AND PHYSICAL DAMAGE TO PROPERTY:

\$6,000,000 AGGREGATE

THE LIMITS OF LIABILITY STATED ABOVE APPLY TO THE
COVERAGE AS SET FORTH IN THE RAILROAD PROTECTIVE
LIABILITY ENDORSEMENT FORM, SUBJECT TO THE TERMS,
CONDITIONS AND EXCLUSIONS FOUND IN THE FORM.

THE POLICY MUST AFFORD COVERAGE AS PROVIDED IN THE
STANDARD RAILROAD PROTECTIVE LIABILITY ENDORSEMENT
(AASHTO FORM).

-
-
THE CONTRACTOR AGREES TO COMPLY WITH STATE LAWS AND RULES
PERTAINING TO WORKERS' COMPENSATION INSURANCE COVERAGE FOR

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ITS EMPLOYEES. IF CONTRACTOR FAILS TO COMPLY WITH THE
WORKERS' COMPENSATION ACT AND APPLICABLE RULES WHEN
REQUIRED TO DO SO, THE CONTRACT MAY BE CANCELLED EFFECTIVE
IMMEDIATELY.

THE PRICE QUOTED HEREIN REPRESENTS THE TOTAL COMPENSATION
TO BE PAID BY THE STATE FOR GOODS AND/OR SERVICES PROVIDED.
IT IS UNDERSTOOD THAT THE PARTY PROVIDING SAID GOODS AND/OR
SERVICES TO THE STATE IS RESPONSIBLE FOR PAYMENT OF ALL
COSTS OF LABOR, EQUIPMENT, TOOLS, MATERIALS, FEDERAL TAX,
PERMITS, LICENSES, FEES AND ANY OTHER ITEMS NECESSARY TO
COMPLETE THE WORK PROVIDED. THE PRICES QUOTED IN THIS
CONTRACT INCLUDE AN AMOUNT SUFFICIENT TO COVER SUCH COSTS.

M005

THE CONDITIONS AND SPECIFICATIONS SENT OUT IN THE INVITATION
TO BID ARE INSEPARABLE AND INDIVISIBLE. ANY VENDOR, BY SUB-
MITTING A BID, AGREES TO BE BOUND BY ALL SUCH CONDITIONS OR
SPECIFICATIONS SENT OUT IN THIS INVITATION TO BID, AND ALL
OTHER DOCUMENTS REQUIRED TO BE SUBMITTED, SHALL BE RETURNED
BY THE VENDOR IN HIS BID PACKAGE. FAILURE TO DO SO OR ANY
ATTEMPT TO VARY OR CHANGE THE CONDITIONS OR SPECIFICATIONS
OF THE BID SHALL, AT THE DISCRETION OF THE STATE CONSTITUTE
GROUNDS FOR REJECTION OF THE ENTIRE BID.

-
BIDDERS SHALL PROMPTLY NOTIFY THE NMSHTD OF ANY AMBIGUITY,
INCONSISTENCY OR ERROR WHICH THEY MAY DISCOVER UPON THE
EXAMINATION OF THE BIDDING DOCUMENTS, OR OF THE SITE AND
LOCAL CONDITIONS.

-
THE OWNER SHALL HAVE THE RIGHT TO REJECT ANY OR ALL BIDS,
AND IN PARTICULAR TO REJECT A BID NOT ACCOMPANIED BY DATA
REQUIRED BY THE BIDDING DOCUMENTS, OR A BID IN ANY WAY
INCOMPLETE OR IRREGULAR.

-
CONTRACTOR SHALL BE CONSIDERED AN INDEPENDENT CONTRACTOR
AND NOT AN EMPLOYEE OF THE STATE OF NEW MEXICO. HOWEVER,
DIRECTIONS AS TO TIME AND PLACE OF PERFORMANCE AND
COMPLIANCE WITH RULES AND REGULATIONS MAY BE REQUIRED
BY THE USING AGENCY.

-
PAYMENT FOR SERVICES PERFORMED WILL BE INITIATED UPON
FINAL ACCEPTANCE AND INSPECTION OF WORK.

-
WITHIN FIFTEEN DAYS AFTER THE DATE THE DEPARTMENT RECEIVES
WRITTEN NOTICE FROM THE CONTRACTOR THAT PAYMENT IS REQUESTED
FOR SERVICES, CONSTRUCTION OR ITEMS OF TANGIBLE PERSONAL
PROPERTY DELIVERED ON SITE AND RECEIVED, THE DEPARTMENT

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SHALL ISSUE A WRITTEN CERTIFICATION OF COMPLETE OR PARTIAL ACCEPTANCE OR REJECTION OF THE SERVICES, CONSTRUCTION OR ITEMS OF TANGIBLE PERSONAL PROPERTY. IF THE DEPARTMENT FINDS THAT THE SERVICES, CONSTRUCTION OR ITEM OF TANGIBLE PERSONAL PROPERTY ARE NOT ACCEPTABLE, IT SHALL, WITHIN THIRTY (30) DAYS AFTER THE DATE OF RECEIPT OF WRITTEN NOTICE FROM THE CONTRACTOR THAT PAYMENT IS REQUESTED, PROVIDE TO THE CONTRACTOR A LETTER OF EXCEPTION EXPLAINING THE DEFECT OR OBJECTION TO THE SERVICES, CONSTRUCTION OR DELIVERED TANGIBLE PERSONAL PROPERTY ALONG WITH DETAILS OF HOW THE CONTRACTOR MAY PROCEED TO PROVIDE REMEDIAL ACTION. UPON CERTIFICATION BY THE DEPARTMENT THAT THE SERVICES, CONSTRUCTION OR ITEMS OF PERSONAL PROPERTY HAVE BEEN RECEIVED AND ACCEPTED, PAYMENT SHALL BE TENDERED TO THE CONTRACTOR WITHIN THIRTY (30) DAYS AFTER THE DATE OF CERTIFICATION. IF PAYMENT IS MADE BY MAIL, THE PAYMENT SHALL BE DEEMED TENDERED ON THE DATE IT IS POSTMARKED. AFTER THE THIRTIETH DAY FROM THE DATE THAT WRITTEN CERTIFICATION OF ACCEPTANCE IS ISSUED, LATE PAYMENT CHARGES SHALL BE PAID ON THE UNPAID BALANCE DUE ON THE CONTRACT TO THE CONTRACTOR AT THE RATE OF 1-1/2 PERCENT PER MONTH. FOR PURCHASES FUNDED BY STATE OR FEDERAL GRANTS TO LOCAL PUBLIC BODIES, IF THE LOCAL PUBLIC BODY HAS NOT RECEIVED THE FUNDS FROM THE FEDERAL OR STATE FUNDING AGENCY, BUT HAS ALREADY CERTIFIED THAT THE SERVICES, CONSTRUCTION OR ITEMS OF TANGIBLE PERSONAL PROPERTY HAVE BEEN RECEIVED AND ACCEPTED, PAYMENTS SHALL BE TENDERED TO THE CONTRACTOR WITHIN FIVE (5) WORKING DAYS OF RECEIPT OF FUNDS FROM THAT FUNDING AGENCY.

FINAL PAYMENTS SHALL BE MADE WITHIN THIRTY DAYS AFTER THE WORK HAS BEEN APPROVED AND ACCEPTED BY THE DEPARTMENT'S SECRETARY OR HIS DULY AUTHORIZED REPRESENTATIVE.

VENDOR SHALL FURNISH NEW MEXICO CONTRACTORS LICENSE
NUMBER WITH BID. N.M. CONTRACTORS LICENSE NO. _____
GS-29 LICENSE NO. _____

M006

ALL WORK SHALL BE PERFORMED DURING NORMAL WORKING HOURS,
WEEKDAYS FROM 7:30 A.M. THRU 4:00 P.M.. NO WORK SHALL BE
PERFORMED ON SATURDAYS, SUNDAYS, OR HOLIDAYS, UNLESS PRIOR
APPROVAL IS OBTAINED FROM THE NMSHTD. COORDINATION FOR ALL
WORK PERFORMED WILL BE MADE BY CONTACTING THE STATE
MAINTENANCE BUREAU, P.O. BOX 1149, SANTA FE, NM 87504-1149.
(505) 827-5699.

M007

VENDORS ARE REQUESTED TO INDICATE THEIR FEDERAL TAX ID,
NM CRS OR SOCIAL SECURITY NUMBER _____.

M008

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0001 50.0 HOURLY PRINCIPAL -- GRADUATE SCIENCE DEGREE OR
ENGINEERING DEGREE, PLUS FIVE (5) YEARS
EXPERIENCE, OR AT LEAST TEN (10) YEARS
EXPERIENCE IN INVESTIGATION AND REMEDIATION
OF CONTAMINATION IN SOIL AND GROUND WATER.
ADMINISTRATIVE AND/OR PROFESSIONAL HEAD OF
ORGANIZATION. DIRECTS PROFESSIONAL STAFF.
CHARGES A VERY LIMITED NUMBER OF HOURS PER
SITE, AS IN REVIEW OF PROJECT DOCUMENTS.

75.000000 (1)

120.000000 (4)

40.000000 (7)

100.000000 (9)

0002 200.0 HOURLY SENIOR SCIENTIST/ENGINEER--SCIENCE OR
ENGINEERING DEGREE AND AT LEAST THREE
(3) YEARS APPLICABLE EXPERIENCE. PROFESSIONAL
REGISTRATION WHEN APPLICABLE. SENIOR TECHNICAL
LEADER. DEVELOPS TECHNICAL AND BUDGETARY
APPROACH TO WORK ORDER. DUTIES INCLUDE ACQUI-
FER CHARACTERIZATION, REVIEW OF TECHNICAL
REPORTS AND REMEDIAL ACTION PLANS. SUPERVISE
WORK ACTIVITIES OF LOWER LEVEL PROFESSIONAL
STAFF. COORDINATES AND COMMUNICATES WITH
AGENCY PERSONNEL AND CLIENT REGARDING CON-
TRACTS, GENERAL DIRECTION AND PROBLEMS AT
WORK SITE. GENERALLY PERFORMS LIMITED FIELD
WORK. PERFORMS DESIGN AND INVESTIGATION WORK
IN TECHNICALLY COMPLEX SITUATIONS.

75.000000 (1)

90.000000 (4)

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75.000000 (7)

75.000000 (9)

0003 200.0 HOURLY PROJECT SCIENTIST/ENGINEER/MANAGER--
ENGINEERING, HYDROLOGY, GEOLOGY, OR A
RELATED SCIENCE DEGREE AND AT LEAST TWO (2)
YEARS APPLICABLE EXPERIENCE. IDENTIFIES
PROBLEMS AND DEVELOPS INVESTIGATIVE AND REME-
DIAL SOLUTIONS TO WORK SITE SITUATIONS. CON-
SULTS WITH HIGHER LEVEL PROFESSIONAL STAFF.
PREPARES WORKPLANS, COST ESTIMATES AND
REPORTS. PERFORMS MODELING. ANALYZES AND
INTERPRETS FIELD DATA. SUPERVISES LOWER
LEVEL REMEDIATION ACTIVITIES. FREQUENTLY
COMMUNICATES WITH AGENCY PERSONNEL AND
NMED.

63.000000 (1)

70.000000 (4)

61.000000 (7)

60.000000 (9)

0004 800.0 HOURLY STAFF SCIENTIST/ENGINEER--ENGINEERING,
GEOLOGY, HYDROLOGY OR RELATED SCIENCE
DEGREE AND AT LEAST ONE YEAR EXPERIENCE.
IMPLEMENTS FIELD WORK FOR ON-SITE INVESTI-
GATION AND REMEDIATION ACTIVITIES INCLUDING
SITE CHARACTERIZATION, DRILLING SUPERVISION,

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AND MONITORING WELL INSTALLATION AND SAMPLING
ACTIVITIES. ASSISTS IN MODELING, HYDROGEO-
LOGIC DATA ANALYSIS, AND REPORT PREPARATION.
CONSULTS WITH HIGHER LEVEL PROFESSIONAL STAFF

57.000000 (1)

55.000000 (4)

42.000000 (7)

50.000000 (9)

0005 1600.0 HOURLY FIELD TECHNICIAN II--SCIENCE OR
ENGINEERING DEGREE, OR TWO (2) YEARS
EXPERIENCE. SUPERVISES INSTALLATION,
MAINTENANCE, AND REPAIR OF INVESTIGATIVE AND
REMEDIATION MACHINERY AND EQUIPMENT. CONDUCT
SAMPLING AND MONITORING. MAINTAINS MACHINERY
AND EQUIPMENT.

42.000000 (1)

50.000000 (4)

32.000000 (7)

35.000000 (9)

STATE OF NEW MEXICO
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ITEM *APPROX* UNIT * ARTICLE * UNIT * CONTRACT
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0006 1600.0 HOURLY FIELD TECHNICIAN I--NO DEGREE REQUIRED.
PERFORMS ASSIGNED FIELD WORK AND ROUTINE
LABOR TASKS. ASSISTS IN EQUIPMENT INSTALLA-
TION AND MAINTENANCE. CONDUCTS SAMPLING AND
MONITORING. ASSISTS WITH FIELD SUPERVISION
OF SUBCONTRACTORS. THIS CATEGORY INCLUDES
HEAVY EQUIPMENT OPERATORS.

40.000000 (1)

40.000000 (4)

24.000000 (7)

30.000000 (9)

0007 800.0 HOURLY DRAFTSPERSON II--TWO (2) YEARS SCHOOLING
AND FIVE (5) YEARS EXPERIENCE, OR TEN
(10) YEARS EXPERIENCE. TECHNICALLY FAMILIAR
WITH BASIC ENGINEERING PRINCIPLES AND
CONSTRUCTION METHODOLOGIES. WORKS INDEPEN-
DENTLY; WORK PRODUCT REVIEWED BY PROFESSIONAL
ENGINEER. PROFICIENT WITH AUTOCAD OR OTHER
FORMS OF COMPUTER AIDED DESIGN DRAFTING.

40.000000 (1)

50.000000 (4)

38.000000 (7)

35.000000 (9)

STATE OF NEW MEXICO
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ITEM *APPROX* UNIT * ARTICLE * UNIT * CONTRACT
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0008 200.0 HOURLY DRAFTSPERSON I--TWO (2) YEARS EXPERIENCE
OR ONE (1) YEAR RELATED COLLEGE AND ONE
(1) YEAR EXPERIENCE. WORKS DIRECTLY UNDER
A REGISTERED ENGINEER OR SCIENTIST. HAS
SOME COMPUTER-AIDED DRAFTING SKILLS.

40.000000 (1)

35.000000 (4)

25.000000 (7)

30.000000 (9)

0009 100.0 HOURLY ADMINISTRATOR--NO DEGREE REQUIRED.
TRACKS WORKPLAN COSTS, PREPARES AND
PROCESSES INVOICES, ADMINISTERS LEASING AND
ORDERING OF EQUIPMENT, AND PERFORMS GENERAL
ADMINISTRATIVE WORK FOR REPORT AND WORKPLAN
PREPARATION.

35.000000 (1)

50.000000 (4)

32.000000 (7)

35.000000 (9)

0010 200.0 HOURLY SECRETARY--NO DEGREE REQUIRED. PERFORMS
GENERAL OFFICE WORK, TYPING FILING, AND

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** ITEM 0010 CONTINUED **

DOCUMENT REPRODUCTION.

29.000000 (1)

25.000000 (4)

32.000000 (7)

30.000000 (9)

0011 200.0 HOURLY CLERK--NO DEGREE REQUIRED. PERFORMS
GENERAL OFFICE WORK, TYPING, FILING,
AND DOCUMENT REPRODUCTION.

29.000000 (1)

20.000000 (4)

20.000000 (7)

25.000000 (9)

0012 100.0 EA/DAY COMBINATION-EXPOSIMETER/OXYGEN/CO/SO2
METER

5.000000 (1)

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** ITEM 0012 CONTINUED **

5.000000 (4)

35.000000 (7)

50.000000 (9)

0013 100.0 EA/DAY COMBINATION-WATER QUALITY METER

5.000000 (1)

5.000000 (4)

20.000000 (7)

50.000000 (9)

0014 100.0 EA/DAY D.O. METER (WATER)

5.000000 (1)

5.000000 (4)

20.000000 (7)

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** ITEM 0017 CONTINUED **

BIDDER TO INDICATE _____ % DISCOUNT
FROM _____ MFR PRICE CATALOG

0%

(1)

20.000000 (4)

0%,N/A

(7)

AT COST, 5%

(9)

0018 50.0 EA/DAY EXPLOSIMETER

5.000000 (1)

5.000000 (4)

10.000000 (7)

:

40.000000 (9)

0019 100.0 EA/DAY FLUID LEVEL DETECTOR

5.000000 (1)

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** ITEM 0019 CONTINUED **

5.000000 (4)

40.000000 (7)

10.000000 (9)

0020 160.0 EA/DAY INTERFACE PROBE

5.000000 (1)

5.000000 (4)

40.000000 (7)

20.000000 (9)

0021 160.0 EA/DAY OVM (PID/FID)

5.000000 (1)

25.000000 (4)

45.000000 (7)

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** ITEM 0021 CONTINUED **

50.000000 (9)

0022 160.0 EA/DAY OXYGEN METER (AIR)

5.000000 (1)

5.000000 (4)

20.000000 (7)

60.000000 (9)

0023 160.0 EA/DAY PH METER

5.000000 (1)

5.000000 (4)

10.000000 (7)

10.000000 (9)

0024 160.0 EA/DAY ANEMOMETER, PORTABLE
NON-RECORDING

STATE OF NEW MEXICO
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** ITEM 0024 CONTINUED **

5.000000 (1)

5.000000 (4)

40.000000 (7)

50.000000 (9)

0025 50.0 EA/DAY BACKHOE-LIGHT DUTY HP 51-62
DIG DEPTH 12'-18'6"

120.000000 (1)

120.000000 (4)

120.000000 (7)

150.000000 (9)

0026 20.0 EA/DAY BACKHOE-MEDIUM DUTY HP 63-75
DIG DEPTH 14'-19'8"

157.000000 (1)

157.500000 (4)

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** ITEM 0026 CONTINUED **

157.000000 (7)

200.000000 (9)

0027 20.0 EA/DAY BACKHOE-HEAVY DUTY, HP 95-115
DIG DEPTH 17'-21'

157.000000 (1)

157.500000 (4)

157.000000 (7)

300.000000 (9)

0028 20.0 EA/DAY TRACKHOE LIGHT DUTY - (TRACK EXCAVATOR)
95-100HP: DIG DEPTH 20'-22'

400.000000 (1)

221.000000 (4)

400.000000 (7)

350.000000 (9)

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ITEM *APPROX* UNIT * ARTICLE * UNIT * CONTRACT
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0029 20.0 EA/DAY TRACKHOE MEDIUM DUTY, 150-155HP
DIG DEPTH 24'-26'

550.000000 (1)

476.000000 (4)

550.000000 (7)

500.000000 (9)

0030 20.0 EA/DAY TRACKHOE HEAVY DUTY, 195-200HP
DIG DEPTH OVER 26'

550.000000 (1)

600.000000 (4)

550.000000 (7)

800.000000 (9)

0031 100.0 FT. 2" BLANK PVC, 10 FT. SECTIONS

15.500000 (1)

15.000000 (4)

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ITEM *APPROX* UNIT * ARTICLE * UNIT * CONTRACT
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** ITEM 0031 CONTINUED **

14.610000 (7)

1.500000 (9)

0032 100.0 FT. 4" BLANK PVC, 10 FT. SECTIONS

33.000000 (1)

32.500000 (4)

33.150000 (7)

4.000000 (9)

0033 100.0 FT. 2" SCREEN, 10 FT. SECTIONS

24.000000 (1)

22.250000 (4)

26.170000 (7)

2.800000 (9)

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0034 100.0 FT. 4" SCREEN, 10 FT. SECTIONS

57.000000 (1)

56.500000 (4)

55.050000 (7)

6.800000 (9)

0035 500.0 SACK FILTER PACK SAND PER 100# SACK

6.600000 (1)

13.200000 (4)

5.820000 (7)

8.290000 (9)

0036 500.0 EA. BENTONITE PELLETS PER 50# BUCKET

30.000000 (1)

37.850000 (4)

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** ITEM 0036 CONTINUED **

27.000000 (7)

50# BUCKET

46.750000 (9)

0037 500.0 EA. BENTONITE CHIPS PER 50# SACK

6.600000 (1)

8.100000 (4)

6.100000 (7)

PER 50# SACK

8.500000 (9)

0038 50.0 EA. 8" MANHOLE

50.000000 (1)

42.000000 (4)

47.000000 (7)

50.000000 (9)

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0039 50.0 EA. 12" MANHOLE

65.000000 (1)

68.900000 (4)

59.900000 (7)

72.250000 (9)

0040 10000.0 EA. COPIES; EACH/PAGE

0.050000 (1)

0.050000 (4)

(7)

PAGE

0.050000 (9)

0041 500.0 EA. FAX TRANSMISSION; EACH/PAGE

(1)

0.100000 (4)

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ITEM *APPROX* UNIT * ARTICLE * UNIT * CONTRACT
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** ITEM 0041 CONTINUED **

(7)

PAGE

0.100000 (9)

0042 MILE MILEAGE-

PERSONAL VEHICLE MILEAGE

0.250000 (1)

0.250000 (4)

0.320000 (7)

0.300000 (9)

0043 100.0 EA. PER DIEM/OVERNIGHT

60.000000 (1)

60.000000 (4)

75.000000 (7)

(9)

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ITEM *APPROX* UNIT * ARTICLE * UNIT * CONTRACT
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0044 50.0 BARREL DISPOSAL OF CONTAMINATED FLUIDS AT
LOCAL CERTIFIED FACILITIES
FOB DISPOSAL FACILITY.

115.000000 (1)

150.000000 (4)

100.000000 (7)

120.000000 (9)

0045 50.0 BARREL DISPOSAL OF CONTAMINATED SOILS AT
LOCAL, DERTIFIED FACILITIES.
PER BARREL, FOB DISPOSAL FACILITY

115.000000 (1)

150.000000 (4)

100.000000 (7)

120.000000 (9)

0046 100.0 HOUR SITE SURVEYING

57.000000 (1)

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** ITEM 0046 CONTINUED **

75.000000 (4)

85.000000 (7)

80.000000 (9)

0047 50000.0 MILE MOBILIZATION: MILE/VEHICLE WITH
MINIMUM MOBILIZATION
DRILL RIG (MEDIUM)

0.750000 (1)

0.150000 (4)

2.500000 (7)

1.000000 (9)

0048 FOOT HOLLOW-STEM AUGER DRILLING SERVICES
(2-3 MAN CREW) SMALL TO MEDIUM RIGS
(CME 55 OR 75 OR EQUIVALENT)

TO BE INDICATED RATE PER FOOT _____
BASED ON A 2" MONITOR WELL

REW

20.000000 (1)

13.000000 (4)

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** ITEM 0048 CONTINUED **

8.000000 (7)

\$100.00

13.000000 (9)

0049 FOOT HOLLOW-STEM AUGER DRILLING SERVICES:
(2-3 MAN CREW) LARGE RIGS (FAILING
F-10 OR EQUIVALENT)

TO BE INDICATED RATE PER FOOT _____
BASED ON A 4" MONITOR WELL

34.000000 (1)

\$35.00

12.000000 (4)

10.000000 (7)

\$150/HOUR

19.000000 (9)

0050 500.0 HOUR AIR ROTARY

230.000000 (1)

140.000000 (4)

150.000000 (7)

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** ITEM 0050 CONTINUED **

170.000000 (9)

0051 2000.0 FT. CORING

MATERIALS TO BE CORED-THROUGH ARE
SITE SPECIFIC

21.000000 (1)

21.000000 (4)

50.000000 (7)

12.000000 (9)

0052 50.0 DAY WATER TRUCK
2" WELL CORING

125.000000 (1)

100.000000 (4)

150.000000 (7)

100.000000 (9)

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ITEM *APPROX* UNIT * ARTICLE * UNIT * CONTRACT
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0053 50.0 DAY PICKUP TRUCK
2" WELL CORING

50.000000 (1)

50.000000 (4)

45.000000 (7)

50.000000 (9)

0054 50.0 DAY STEAM CLEANER
2" WELL CORING

90.000000 (1)

90.000000 (4)

45.000000 (7)

50.000000 (9)

0055 HOURLY STANDBY TIME-
TO BE BASED ON STANDARD DRILL CREW TIME

100.000000 (1)

100.000000 (4)

STATE OF NEW MEXICO
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** ITEM 0055 CONTINUED **

70.000000 (7)

100.000000 (9)

0056 % SYSTEM SERVICES: REPLACEMENT PARTS;

IE;

EXTRACTION BLOWER

200 CFM _____ % DISCOUNT

0%

(1)

10%

(4)

AT COST

(7)

AT COST, 5%

(9)

0057 PER LEVEL B PROTECTION SUIT-
PER WORKER/PER DAY

:

200.000000 (1)

150.000000 (4)

100.000000 (7)

STATE OF NEW MEXICO
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** ITEM 0057 CONTINUED **

500.000000 (9)

**** 57 ITEM(S), 57 AWARDED

Goodwin Phase III

Approved to pay	Invoice #
\$1263.00	519502
\$50.52	518986
\$36,888.55	518986
\$26,514.32	518795
\$2,541.79	518005
<u>\$220,917.72</u>	<u>518581</u>
\$288,175.90	

SLO \$200,000.00

OCD \$88,175.90

COMMISSIONER'S OFFICE

Phone (505) 827-5760
Fax (505) 827-5766

ADMINISTRATION

Phone (505) 827-5700
Fax (505) 827-5853

GENERAL COUNSEL

Phone (505) 827-5713
Fax (505) 827-4262

PUBLIC AFFAIRS

Phone (505) 827-1245
Fax (505) 827-5766



New Mexico State Land Office
Commissioner of Public Lands
Ray Powell, M.S., D.V.M.

COMMERCIAL RESOURCES

Phone (505) 827-5724
Fax (505) 827-6157

MINERAL RESOURCES

Phone (505) 827-5744
Fax (505) 827-4739

ROYALTY MANAGEMENT

Phone (505) 827-5772
Fax (505) 827-4739

SURFACE RESOURCES

Phone (505) 827-5793
Fax (505) 827-5711

June 6, 2002

Stephen C. Ross
NM Energy, Minerals and Natural Resources Department
1220 South St. Francis Drive
Santa Fe, NM 87505

Re: Right-of-Entry Permit No. ROE-659

Dear Mr. Ross:

Enclosed is an approved copy of the captioned right-of-entry permit. If any corrections are necessary, please let us know and we will retype or amend this permit as necessary.

If you have any questions, please feel free to contact this office at the above address or at (505) 827-5728 or 5729.

Sincerely,

Lorrie Gasca, Management Analyst
Surface Resources Division

	TO #
\$1263.00	519502
50.52	518986
36,888.55	518986
26,514.32	518795
2541.79	518665
220,917.72	518581
<hr/>	
88,175.90	= 060
200,000.00	= 560

"WE WORK FOR EDUCATION"

310 Old Santa Fe Trail, P. O. Box 1148 Santa Fe, New Mexico 87504-1148

NEW MEXICO STATE LAND OFFICE
Ray B. Powell, Commissioner of Public Lands
New Mexico State Land Office Building
P.O. Box 1148, Santa Fe, NM 87504-1148

RIGHT OF ENTRY PERMIT
CONTRACT NO. 659

1. RIGHT OF ENTRY PERMIT

This permit is hereby issued under the authority established by Section 19-1-2 NMSA (1985). Therefore, and in consideration of and subject to the terms, covenants, conditions, agreements, obligations and reservations contained in the permit and all other existing rights, the Commissioner of Public Lands, New Mexico State Land Office, State of New Mexico, hereinafter called "COMMISSIONER," grants to **NM Energy, Minerals and Natural Resources Department Oil and Conservation Division of 1220 South St. Francis Drive, Santa Fe, NM 87505** hereinafter called "PERMITTEE," authorized use of a specific tract(s) of state trust land described in this permit.

2. TERM AND LAND DESCRIPTION

Right of entry is granted for a term of 1 year commencing **April 11, 2002 to April 11, 2003** to the following state lands: **SW4NW4 of Section 31, Township 18 South, Range 37 East. Phase III Investigation, Cleanup and Environmental Remediation of the Goodwin Treating Plant.**

3. FEE.

No charge.

4. PERMITTED USE

Permitted use is for the purpose of: **Access to the above location (see #2 land description). AMEC, the contractor will secure the facility with locking gate and will be working under a site health and safety plan. They will be using heavy equipment to remove old equipment, oilfield waste, and contaminated soil. They will use approximately 10 acres directly north of the facility fence line to construct soil compost windrows. The granting of this permit does not allow access across private lands.**

5. IMPROVEMENTS

No improvements shall be placed on the premises without the prior written consent of the Commissioner.

6. RESERVATIONS

Commissioner reserves the right to execute permits on the land granted by this permit for

mining purposes and for the extraction of oil, gas, salt, geothermal resources, and other mineral deposits therefrom and the right to go upon, explore for, mine, remove and sell same. Commissioner further reserves the right to sell or dispose of natural surface products of said lands and to grant such other right-of-way and easements as provided for by law.

7. COMPLIANCE WITH LAWS

Permittee shall at its own expense comply fully with and be subject to all regulations, rules, ordinances, and requirements of the Commissioner including, but not limited to the Cultural Properties Act, NMSA 1978 as amended. It is illegal for any person or his agent to appropriate, excavate, injure, or destroy any historic, or prehistoric ruin or monument, or any object of historical, archaeological, architectural, or scientific value situated on lands owned or controlled by the State Land Office without a valid permit issued by the Cultural Properties Review Committee and approved by the Commissioner of Public Lands.

8. HOLD HARMLESS

Permittee shall have, save, and hold harmless, indemnify and defend Commissioner and the State of New Mexico, and their agent or agents, in their official and individual capacities, of and from any and all liability claims, losses, or damages arising out of or alleged to arise out of or indirectly connected with the operations of Permittee under this permit off or on the Commissioner's premises or arising out of the presence on the Commissioner's premises of any agent, contractor or subcontractor of Permittee.

9. AMENDMENT

This permit shall not be altered, changed or amended except by an instrument in writing executed by Commissioner and Permittee.

10. WITHDRAWAL

Commissioner reserves the right to withdraw any or all of the land authorized for use under this permit. If applicable, Permittee shall vacate the acreage specified within 30 days after receipt of written notification of withdrawal from the Commissioner.

11. CANCELLATION

The violation by Permittee of any of the terms, conditions or covenants of this permit or the nonpayment by Permittee of the fees due under this permit shall at the option of the Commissioner be considered a default and shall cause the cancellation of this permit 30 days after Permittee has been sent written notice of such.

12. PRESERVE AND PROTECT

The Permittee agrees to preserve and protect the natural environmental conditions of the land encompassed in this permit, and to take those reclamation or corrective actions that are accepted soil and water conservation practices and that are deemed necessary by the Commissioner to protect the land from pollution, erosion, or other environmental degradation.

13. RECLAMATION

RECEIVED
2002 JUN -4 AM 7:49
RECEIVED
2002 APR 17 AM 7: STATE LAND OFFICE,
SANTA FE, N.M.
STATE LAND OFFICE,
SANTA FE, N.M.

The Permittee agrees to reclaim those areas that may be damaged by activities conducted thereon.

14. SPECIAL INSTRUCTIONS AND OR RESTRICTIONS

1. No off road traffic allowed
2. No wood collection or tree cutting allowed.
3. Disturbing, dislodging, damaging, defacing, destroying or removing historical archaeological, paleontological or cultural sites or artifacts is prohibited.
4. Disturbing, dislodging, damaging, defacing, destroying any improvement, fixture, item, object or thing placed or located in, under or upon the land is prohibited.
5. Entries to lands are limited to those State Lands with public access.
6. Any other activities not listed are not allowed unless prior written approval from the Commissioner of Public Lands is granted.

WITNESS the hands and seals of PERMITTEE and COMMISSIONER on the day and year first above written.

Don Wrotenburg Telephone: 476-3460
PERMITTEE

ACKNOWLEDGMENT

STATE OF NEW MEXICO)

COUNTY OF SANTA FE)

The foregoing instrument was acknowledged before me this 15th day of April, 2002.

My Commission Expires: 2/18/03

[Signature]
NOTARY PUBLIC

Ray Powell
COMMISSIONER OF PUBLIC LANDS



NEW MEXICO ENERGY, MINERALS and NATURAL RESOURCES DEPARTMENT

GARY E. JOHNSON

Governor

Betty Rivera

Cabinet Secretary

Lori Wrotenberg

Director

Oil Conservation Division

April 30, 2002

David Coss
New Mexico State Land Office
P.O. Box 1148
Santa Fe, NM 87504

**RE: Phase III Remediation of the Goodwin Treating Plant
And Joint Powers Agreement**

Dear Mr. Coss:

All parties have approved the Joint Powers Agreement for the Phase III Remediation of the Goodwin Treating Plant. Enclosed you will find an original signed copy of the Joint Powers Agreement along a copy of the Energy Minerals Purchase Document.

I have spoken to the contractor, Amec Earth and Environmental, Inc., and they have tentatively set a start date for May 29, 2002. I am planning on being in the field the week of June 3, 2002 to oversee the project. I will document the cleanup with photos so that you may see the progress. The OCD Hobbs district supervisor Chris Williams informed me today that the disposal well on site is scheduled for plugging starting some time the week of May 6, 2002.

Please let me know if there is any special documentation that you may need or anything additional that I can assist you with.

Sincerely,

Martyne J. Kieling
Environmental Geologist

Xc: OCD Hobbs

COMMISSIONER'S OFFICE

Phone (505) 827-5760

Fax (505) 827-5766

ADMINISTRATION

Phone (505) 827-5700

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Fax (505) 827-5766



COMMERCIAL RESOURCES

Phone (505) 827-5724

Fax (505) 827-6157

MINERAL RESOURCES

Phone (505) 827-5744

Fax (505) 827-4739

ROYALTY MANAGEMENT

Phone (505) 827-5772

Fax (505) 827-4739

SURFACE RESOURCES

Phone (505) 827-5793

Fax (505) 827-5711

**New Mexico State Land Office
Commissioner of Public Lands
Ray Powell, M.S., D.V.M.**

April 11, 2002

Stephen C. Ross
NM Energy, Minerals and Natural Resources Department
1220 South St. Francis Drive
Santa Fe, NM 87505

Re: Right-of-Entry Permit No. ROE-659

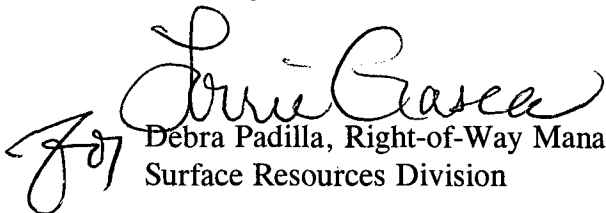
Dear Mr. Ross:

Please sign both copies of the enclosed right-of-entry permit before a Notary Public and return both sets back to this office for approval by the Commissioner of Public Lands.

An officer of the company or his authorized agent must sign the permit.

If you have any questions or if we may be of further assistance, please do not hesitate to contact this office at the above address or at (505) 827-5729.

Sincerely,


Debra Padilla, Right-of-Way Manager
Surface Resources Division

"WE WORK FOR EDUCATION"

310 Old Santa Fe Trail, P. O. Box 1148 Santa Fe, New Mexico 87504-1148

NEW MEXICO STATE LAND OFFICE
Ray B. Powell, Commissioner of Public Lands
New Mexico State Land Office Building
P.O. Box 1148, Santa Fe, NM 87504-1148

RIGHT OF ENTRY PERMIT
CONTRACT NO. 659

1. RIGHT OF ENTRY PERMIT

This permit is hereby issued under the authority established by Section 19-1-2 NMSA (1985). Therefore, and in consideration of and subject to the terms, covenants, conditions, agreements, obligations and reservations contained in the permit and all other existing rights, the Commissioner of Public Lands, New Mexico State Land Office, State of New Mexico, hereinafter called "COMMISSIONER," grants to NM Energy, Minerals and Natural Resources Department Oil and Conservation Division of 1220 South St. Francis Drive, Santa Fe, NM 87505 hereinafter called "PERMITTEE," authorized use of a specific tract(s) of state trust land described in this permit.

2. TERM AND LAND DESCRIPTION

Right of entry is granted for a term of 1 year commencing April 11, 2002 to April 11, 2003 to the following state lands: SW4NW4 of Section 31, Township 18 South, Range 37 East. Phase III Investigation, Cleanup and Environmental Remediation of the Goodwin Treating Plant.

3. FEE.

No charge.

4. PERMITTED USE

Permitted use is for the purpose of: Access to the above location (see #2 land description). AMEC, the contractor will secure the facility with locking gate and will be working under a site health and safety plan. They will be using heavy equipment to remove old equipment, oilfield waste, and contaminated soil. They will use approximately 10 acres directly north of the facility fence line to construct soil compost windrows. The granting of this permit does not allow access across private lands.

5. IMPROVEMENTS

No improvements shall be placed on the premises without the prior written consent of the Commissioner.

6. RESERVATIONS

Commissioner reserves the right to execute permits on the land granted by this permit for

mining purposes and for the extraction of oil, gas, salt, geothermal resources, and other mineral deposits therefrom and the right to go upon, explore for, mine, remove and sell same. Commissioner further reserves the right to sell or dispose of natural surface products of said lands and to grant such other right-of-way and easements as provided for by law.

7. COMPLIANCE WITH LAWS

Permittee shall at its own expense comply fully with and be subject to all regulations, rules, ordinances, and requirements of the Commissioner including, but not limited to the Cultural Properties Act, NMSA 1978 as amended. It is illegal for any person or his agent to appropriate, excavate, injure, or destroy any historic, or prehistoric ruin or monument, or any object of historical, archaeological, architectural, or scientific value situated on lands owned or controlled by the State Land Office without a valid permit issued by the Cultural Properties Review Committee and approved by the Commissioner of Public Lands.

8. HOLD HARMLESS

Permittee shall have, save, and hold harmless, indemnify and defend Commissioner and the State of New Mexico, and their agent or agents, in their official and individual capacities, of and from any and all liability claims, losses, or damages arising out of or alleged to arise out of or indirectly connected with the operations of Permittee under this permit off or on the Commissioner's premises or arising out of the presence on the Commissioner's premises of any agent, contractor or subcontractor of Permittee.

9. AMENDMENT

This permit shall not be altered, changed or amended except by an instrument in writing executed by Commissioner and Permittee.

10. WITHDRAWAL

Commissioner reserves the right to withdraw any or all of the land authorized for use under this permit. If applicable, Permittee shall vacate the acreage specified within 30 days after receipt of written notification of withdrawal from the Commissioner.

11. CANCELLATION

The violation by Permittee of any of the terms, conditions or covenants of this permit or the nonpayment by Permittee of the fees due under this permit shall at the option of the Commissioner be considered a default and shall cause the cancellation of this permit 30 days after Permittee has been sent written notice of such.

12. PRESERVE AND PROTECT

The Permittee agrees to preserve and protect the natural environmental conditions of the land encompassed in this permit, and to take those reclamation or corrective actions that are accepted soil and water conservation practices and that are deemed necessary by the Commissioner to protect the land from pollution, erosion, or other environmental degradation.

13. RECLAMATION

14. SPECIAL INSTRUCTIONS AND OR RESTRICTIONS

- WITNESS the hands and seals of PERMITTEE and COMMISSIONER on the day and year first above written.

Qui Wootenberg Telephone: 476-3460
PERMITTEE

ACKNOWLEDGMENT

STATE OF NEW MEXICO)
)
COUNTY OF)

The foregoing instrument was acknowledged before me this 15th day of April, 2002.

My Commission Expires: 2/18/03

NOTARY PUBLIC

COMMISSIONER OF PUBLIC LANDS

Contract – Review Bureau
DFA Administrative Services Division
Bataan Memorial Bldg. Room 313
Santa Fe, New Mexico 87503
(505) 827-3865

DEPARTMENT of FINANCE and ADMINISTRATION
JOINT POWERS AGREEMENT (JPA) BRIEF
JPA 1-7/96

Agencies must complete and transmit this form along with all backup documentation to the DFA.

PRIMARY PARTY: Energy, Minerals & Natural Resources Department

SECONDARY PARTY: New Mexico State Land Office

OTHER PARTY: _____

CONTACT NAME: Denise Zendel, Contracts Analyst PHONE: 476-3215

CONTACT ADDRESS: 1220 S. St. Francis Dr., Santa Fe, NM 87505

DOCUMENTS ENCLOSED: _____ AMOUNT: _____

_____ JPA XXX	Federal Funds	\$ _____
_____ JPA Amendment	General Funds	\$ <u>200,000 (SLO)</u>
_____ Purchase Document XXX	Other State Funds	\$ <u>100,000 (EMNRD)</u>
_____ Written Justification	Local Gov. Funds	\$ _____
_____ Other _____	TOTAL	\$ _____

PURPOSE: To jointly remediate the Goodwin Treating Plant site.

TERM: FROM: APPROVAL OF DFA TO: MARCH 31, 2003

For an amendment, list the original JPA expiration date: _____

Statutory Requirements – Agencies must check each blank certifying to DFA that the JPA:

- ☒ Jointly exercises a power common to the parties (*Transferring funds from one agency to another does not constitute the joint exercise of power*);
- ☒ Clearly specifies its purpose;
- ☒ Establishes the method by which its purpose will be accomplished;
- ☒ Establishes the manner in which the point power will be exercised;
- ☒ Provides for strict accountability of all receipts and disbursements;
- ☒ Addresses disposition, division, distribution and ownership of any property acquired as the result of the joint exercise of power; and
- ☒ Specifies that any surplus money shall be returned in proportion to the contributions made.

Other Requirements – Agencies must enter Y (Yes) or N (No) or N/A (Not Applicable) to each of the following:

- ☒ Is one original and at least two copies of the JPA or amendment attached? (*DFA will forward copies to the contact*).
- ☒ Does the JPA or amendment have original signatures executed by authorized officers, employees or other representatives empowered to bind their respective entities?
- ☒ Are all exhibits referred to in the JPA attached?
- ☒ Does the JPA provide for the expenditure or transfer of public funds by a state agency? (*All public money must be budgeted*).
- ☒ Does the JPA provide for the transfer of local, state or federal funds to a state agency? (if the answer is yes, cite or attach the legislative authority permitting the receiving state agency to increase its budget from such a transfer).
- ☒ If the JPA or amendment start date is prior to the date submitted to DFA or, if the original JPA has expired, is a justification letter requesting retroactive approval attached? (Letter must be signed by one of the parties).
- ☒ Has the JPA or amendment been reviewed by legal counsel? If yes, state who: Stephen C. Ross, Assistant General Counsel,
EMNRD

AGENCY HEAD SIGNATURE

Cabinet Secretary
TITLE

DATE



NEW MEXICO ENERGY, MINERALS and NATURAL RESOURCES DEPARTMENT

GARY E. JOHNSON

Governor

Betty Rivera

Cabinet Secretary

William B. Mackie

Director

Administrative Services Division

Harold G. Field, II, Secretary
Department of Finance and Administration
Bataan Memorial Building
Santa Fe, New Mexico 87503

Re: **JPA 02-521-03-002,**
State Land Office

Dear Secretary Field:

Your approval is requested on the attached Joint Powers Agreement (JPA) between the Energy, Minerals and Natural Resources Department (EMNRD) and the State Land Office. The purpose of the JPA is to provide funding for a joint effort to perform the Phase III Cleanup of the Goodwin Treating Plant. This cleanup effort will remove waste and contaminated surface and subsurface soils currently located at an abandoned treating plant that is located on State Land. The cleanup will ensure the protection of Ground water, public health and the Environment in Lea County, New Mexico.

The project is funded by the Oil and Gas Reclamation Fund and Special Appropriation Chapter 336 Laws of 2001 from the State Land Maintenance Fund for Expenditures in FY02.

Your consideration of this request is appreciated. If there are questions, please contact Martyne J. Kieling at 476-3488.

Sincerely,

William B. Mackie



NEW MEXICO ENERGY, MINERALS and NATURAL RESOURCES DEPARTMENT

GARY E. JOHNSON

Governor

Betty Rivera

Cabinet Secretary

Lori Wrotenbery

Director

Oil Conservation Division

MEMORANDUM

To: Judith A. Amer, Department of Finance and Administration

From: Stephen C. Ross, Assistant General Counsel *SCR*
Energy, Minerals & Natural Resources Department

Date: April 23, 2002

Re: Attached Joint Powers Agreement

As we discussed on the telephone, I'm returning the Joint Powers Agreement to you unchanged for approval. We have discussed the liability issue you raised (paragraph 11), but, as the Scope of Work has been clearly defined in Exhibit A and agreed to by the parties, and as the site has been investigated thoroughly, the chances of a dispute between the parties concerning Phase III of the clean-up seems remote. If otherwise appropriate, we'd like approval of the agreement at this time.

If you have any questions at any time, please feel free to give me a call at 476-3451.
Thanks again for bringing this issue to our attention.

Cc: Martyne Kieling
Denise Zendel

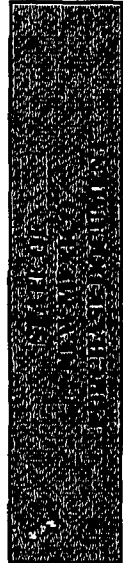
**NEW MEXICO STATE LAND OFFICE
ADMINISTRATIVE SERVICES DIVISION****RAY POWELL, M.S., D.V.M.
COMMISSIONER OF PUBLIC LANDS****310 OLD SANTA FE TRAIL
POST OFFICE BOX 1148
SANTA FE, NEW MEXICO
87504****PHONE: (505) 827-5700
FAX: (505) 827-5853****FACSIMILE MESSAGE COVER SHEET**DATE: 04/16/02TO: MartyneFIRM: EMNRDFAX NUMBER 476-3462FROM: Kim Gabaldon (505) 827-5785SUBJECT/MESSAGE: _____

_____NUMBER OF PAGES THIS TRANSMISSION INCLUDING THIS COVER

_____IF YOU DO NOT RECEIVE ALL OF THIS TRANSMISSION
PLEASE CALL:

VENDOR CODE 911641772

VENDOR NAME AND ADDRESS
AMEC BARTH & ENVIRONMENTAL INC
8519 JEFFERSON NE
ALBUQUERQUE NM 87113



BUDGET FY 02 DATE 04-22-2002 PAGE 1 of 1

AGENCY CODE 539 DOC NUMBER 02-098-001032

TERMS DELIVERY DATE FOB

S H NM STATE LAND OFFICE
F 310 OLD SANTA FE TRAIL
P O BOX 1148
T P.O. BOX 1148
O SANTA FE, NM 87504-1148

AGENCY CONTRACT DAVID COSS PHONE NUMBER (505) 827-5739

PURCHASE REQUISITION BUYER

RECOMMENDED SOURCE & SPECIAL REMARKS:

☐ ESTABLISH ☐ RENEWAL NO.

☒ CONTRACT, PRICE AGREEMENT, PURCHASE ORDER
OTHER THAN PROFESSIONAL SERVICE CONTRACTS:
(APPROVED VENDORS MUST BE USED FOR REVENUE CONTRACT)

CIPA ROW 00-805-09-17658 EXPIRES: 08-31-2002

☐ DIRECT PURCHASE ORDER

(ONLY VALID FOR PURCHASES \$500 OR MORE)

☐ EXEMPT FROM THE NM PROCUREMENT CODE

☐ PURSUANT TO SECTION _____ RULE, 1972

☐ EXCLUDED FROM PROCUREMENT THROUGH STATE PURCHASING

☐ PURSUANT TO SECTION _____ RULE, 1972

☐ FOR ENCUMBERING PURPOSES ONLY

AGENCY:

LN	FUND	AGCY	ORG	OBJECT	AMOUNT	FOR AGENCY USE
01	098	539	0400	3532	200,000.00	01 040000 353200
TOTAL					200,000.00	Agency Total: 200,000.00

MAXIMUM OF SIX ADDITIONAL DISTRIBUTION LINES PER PURCHASE DOCUMENT

AGENCY APPROVAL - I certify that the proposed purchase represented by this document is authorized by and is made in accordance with all State (and if applicable Federal) regulations, rules and requirements. I further certify that appropriate unencumbered cash and budget expenditures authority exists for this proposed purchase and all other outstanding purchase encumbrances and accounts payable.

AGENCY AUTHORIZED SIGNATURE: *David Coss* TITLE: *Director* DATE: *4/22/02*

COM LN	QTY	UNIT	COMMODITY CODE	ACCT LN	ARTICLE AND DESCRIPTION	UNIT COST	TOTAL COST
01	1	EA.			JOINT POWERS AGREEMENT CONTRACT #00-805-09-17658	200,000.00	200,000.00
TOTAL							200,000.00

STATE OF NEW MEXICO
PURCHASE DOCUMENT

AGENCY CODE	521	DOCUMENT NUMBER	02-199-005175
DATE	03/20/02	BUDGET FY	02

VENDOR CODE	911641772
VENDOR NAME AND ORDER ADDRESS	
AMEC EARTH & ENVIRONMENTAL INC 8519 JEFFERSON NE ALBUQUERQUE, NM 87113	

DO NOT STAPLE BAR CODES

S H I P T O
OIL CONSERVATION DIVISION
1220 SO. ST. FRANCIS DRIVE
SANTA FE, NM 87505

B I L T O
OIL CONSERVATION DIVISION
1220 SO. ST. FRANCIS DRIVE
SANTA FE, NM 87505

MANAYA

PHONE NUMBER

LN	FUND	AGCY	ORG/PRG	APPR UNIT	DIVISION	OBJECT	AMOUNT
01	199	521	P586	300	0700	3522	100000.00
Maximum of six accounting lines per purchase document							TOTAL
							100,000.00

WMC @ DFA
4-24-02

PURCHASE REQUISITION
(BIDS MUST BE REQUESTED FOR ITEMS OVER \$1,100.00)

BUYER:

RECOMMENDED SOURCE & SPECIAL REMARKS:

☐ ESTABLISH ☐ RENEWAL NO.:

CONTRACT, PRICE AGREEMENT, PURCHASE ORDER
OTHER THAN PROFESSIONAL SERVICE CONTRACTS:
(APPROVED VENDORS MUST BE USED FOR ITEMS UNDER CONTRACT)

C/P# PO# EXPIRES:

DIRECT PURCHASE ORDER

(ONLY VALID FOR PURCHASES \$1,500.00 AND UNDER)

EXEMPT FROM THE NM PROCUREMENT CODE

PURSUANT TO SECTION

EXCLUDED FROM PROCUREMENT THROUGH STATE PURCHASING

PURSUANT TO SECTION

13-1-99A

FOR ENCUMBERING PURPOSES ONLY

REASON:

TOTAL

100,000.00

APPROVAL 1	DATE	APPROVAL 2	DATE
------------	------	------------	------

AGENCY APPROVAL - I certify that the proposed purchase represented by this document is authorized by and is made in accordance with all State (and if applicable Federal) legislation, rules and regulations. I further certify that adequate unencumbered cash and budget expenditure authority exists for this proposed purchase and all other outstanding purchase commitments and accounts payable.

AGENCY AUTHORIZED SIGNATURE:

DATE: 3-20-02

AGENCY CODE	521	DOCUMENT NUMBER	02-199-005175
DATE	03/20/02	BUDGET FY	02

STATE OF NEW MEXICO
PURCHASE DOCUMENT
CONTINUATION SHEET

TERMS		
DELIVERY DATE	03/20/02	FOB D
BUDGET VERIFIED BY:		

AGENCY
NAME

ENERGY, MINERALS & NAT RES

OMM LN	QUANTITY	UNIT	COMMODITY CODE	ACCT LN	ARTICLE AND DESCRIPTION	UNIT COST	TOTAL COST
1	1.0000	EACH	CCCC		PHASE 3 CLEANUP GOODWIN TREATING PLANT, LEA CO.	100000.0000	100000.00
2	1.0000	EACH	CCCC		JPA 02-521-07-167, EXP. 3-31-02	0.0000	0.00
						TOTAL	100,000.00

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(To navigate this form, use the tab key. Because this form is locked, you will not be able to enter data; you will not be able to delete any boilerplate language or spell check. When you come to a place in the form with check boxes, tab to the box and hit the x key on your keyboard, or click on the box with the mouse. An "X" will appear in the selected box. If you put an X in both the Yes and No boxes by mistake, use the mouse to remove the wrong selection. If you do not know the answer to a question, state that you do not know and explain why. Please be detailed in your responses. It is better to have too much information than not enough. The contract form must be complete and all required attachments must be included or the contract form will be returned to the program manager.)

CONTRACT FORM

Requesting Division: OIL CONSERVATION DIVISION		Contract No.: (To be assigned by Contracts Analyst)
Name of Contractor: AMEC EARTH AND ENVIRONMENTAL INC		Amendment No.: (if applicable)
FY: 2002	Center No.: 0750	Line Item: 3522
Amount of Agreement: \$100,000.00	Type of Funds: RECLAMATION FUND	Contract Expiration Date: 12/31/02
		Grant Expiration Date: (if applicable)
Is this procurement exempt from the Procurement Code: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If answer is yes, please explain:		
Type of Contract: Professional Services Agreement <input type="checkbox"/> Governmental Services Agreement <input type="checkbox"/> Joint Powers Agreement <input type="checkbox"/> Intra-Departmental Agreement <input type="checkbox"/> Memorandum of Understanding <input checked="" type="checkbox"/> Other <input checked="" type="checkbox"/> If other, please describe: NEW MEXICO HIGHWAY AND TRANSPORTATION DEPARTMENT PRICE AGREEMENT 00-805-09-17658		
Describe the services the contractor will perform. (Be specific. Include all details. Write as if you are writing the scope of work paragraph for a contract.) PLEASE SEE THE ATTACHED SCOPE OF WORK PHASE III REMEDIATION GOODWIN TREATING PLANT, LEA COUNTY, NEW MEXICO		
Describe how the contractor will be compensated. (Be specific. Will the compensation be a lump sum amount for a specific work product, or a lump sum amount for specific services, or based on time and materials rendered? Write as if you are writing the compensation paragraph for a contract.) The contractor will be compensated based on Item D. in the attached SCOPE OF WORK		
<ol style="list-style-type: none"> 1. Mobilization / Demobilization 2. On site work 3. Off site hydrocarbon soil transport and disposal 4. Onsite compost pile set up and watering 5. Maintenance of compost pile 6. Removal and disposal of heater-treaters 7. Clay liner placement 8. Backfilling and site restoration 		
Will the contract include reimbursement for travel for the contractor or subcontractors? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>		
Will any confidential information be provided to or developed by the contractor? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		
If Yes, what is the basis (statutory, regulatory or otherwise) for the confidentiality of the information?		

CONTRACT FORM

Will there be any news releases or other publicity about the project for which the contractor should acknowledge EMNRD?

Yes ☐ No ☒

Is any other acknowledgment necessary?

Yes ☐ No ☒

If Yes, please describe:

Are there any contract terms that you believe should be included?

Yes ☐ No ☒

If Yes, please explain:

Are there any changes you think should be made to the boilerplate for this contract?

Yes ☐ No ☒

If Yes, please describe:

Are you proposing any insurance language be waived?

Yes ☐ No ☒

If Yes, please describe:

Will there be any required attachments to the contract? (Such as Drug-Free Workplace Certification Form or Certification Regarding Lobbying Form.)

Yes ☒ No ☐

If Yes, please list attachments. It is not necessary to attach a copy.

1. Scope Of Work Phase III Remediation Goodwin Treating Plant, Lea County, New Mexico
2. Memorandum OF Understanding between EMNRD and SLO
3. New Mexico State Highway and Transportation Department Price Agreement 00-805-09-17658

JPA's:

If your contract is a JPA, describe the common powers to be exercised by the agencies and the statutory authority for each agency to enter into the contract. **If your contract is not a JPA, skip this block.** (DFA requires joint powers agreements to list the statutory authority for each agency to enter into the agreement. If you cannot determine what the statutory authority for EMNRD is, state that you do not know. If you do not know the statutory authority for another agency, ask the contact person at that agency.)

Amendments:

The amendment must be within the scope of the original contract. If the amendment is not within the scope of the original contract, you must enter into a completely new contract.

Will the amendment change the compensation amount? Yes ☐ No ☐

If yes, what is the amount of the amendment?

Total value of the contract, including amendment:

Will the amendment extend the contract term? Yes ☐ No ☐

If yes, what is the new expiration date?

Has the original contract term expired? Yes ☐ No ☐

If yes, please explain why:

What terms of the contract need to be amended?

GENERAL COMMENTS:

This space is for comments or questions which do not fit any place else on this form. If you do not have any questions or comments, leave it blank.

ATTACHMENTS:

CONTRACT FORM

- DFA Technical and Professional Services Contract Brief Yes ☐ No ☒
- DFA Joint Powers Agreement Brief Yes ☐ No ☒
- Purchase Commitment Review (PCR) Form Yes ☒ No ☐
- DFA Letter of Justification Yes ☐ No ☒
- Selection Documentation (The documentation attached must include written or oral quotations, reasons the contractor was selected and rating sheet, if any.)
- Any other information you think is applicable

APPROVED BY:

I proposed the contract and selected the contractor in accordance with the Procurement Code and the current GSD and DFA rules governing procurement and contracts, to the best of my knowledge. I am aware that, depending on the type of contract, the Contractor is required to provide proof of insurance and maintain that insurance so long as the agreement is in effect.


PROGRAM MANAGER

☐ I have reviewed the proposed contract and certify there is sufficient budget in the stated line item.

☐ This proposed contract does not involve money.


DIVISION FISCAL OFFICER

I have reviewed and approved the proposed contract and it is in accordance with Division policy.


DIVISION DIRECTOR

Telnet - 164.64.103.12

Connect Edit Terminal Help

ACTION: R SCREEN: EXP2 USERID: lgin 11/28/01 11:47:23 AM

EXPENSE BUDGET INQUIRY

BUDGET FY= 02 FUND= 199 AGENCY= 521
 ORGANIZATION= 0750 ACTIVITY= FUNCTION=
 OBJECT= 3522
 DESCRIPTION: PROF. SERVICES CONTRACT (RPT.)
 SUB-OBJECT OPTION: BUDGETED POSITIONS: 0.00 REV SOURCE REF 1:
 STATUS IND: A SPENDING CONTROL IND: REV SOURCE REF 2:
 APPROPRIATION UNIT: 301 REV SOURCE REF 3:
 SERIES NUM:

	CURRENT AMOUNTS	BEGIN DAY AMOUNTS
APPROVED BUDGET:	499,122.00	
CURRENT MODIFIED BUDGET:	499,122.00	499,122.00
PRE-ENCUMBERED:	110,800.00	110,800.00
ENCUMBERED:	194,004.90	194,004.90
EXPENDED:	5,818.09	5,818.09
UNOBLIGATED:	299,299.01	
UNCOMMITTED:	188,499.01	

50,000
 28,800
 32,000
 110,800 - To Be Bid.

\$ 170,143.70

AGENCY CODE	521	DOCUMENT NUMBER	02-199-005175
DATE	03/20/02	BUDGET FY	02

VENDOR
CODE 911641772

VENDOR NAME AND ORDER ADDRESS

AMEC EARTH & ENVIRONMENTAL INC
8519 JEFFERSON NE

S
H
I
P
O
IL CONSERVATION DIVISION
1220 SO. ST. FRANCIS DRIVE
SANTA FE, NM 87505

B
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L
L
T
O

OIL CONSERVATION DIVISION
1220 SO. ST. FRANCES DRIVE
SANTA FE, NM 87505

ALBUQUERQUE, NM 87113

MANAYA

**PHONE
NUMBER**

LN	FUND	AGCY	ORG/PRG	APPR UNIT	DIVISION	OBJECT	AMOUNT
	199	521	P586	300	0700	3522	100000.00
REF JCT							
Maximum of six accounting lines per purchase document							TOTAL
							100,000.00

FOR AGENCY USE:

LN	FUND	AGCY	ORG/PRG	APPR UNIT	DIVISION	OBJECT	AMOUNT
1	199	521	0750	301	0700	3522	100000.00
TOTAL							100,000.00

APPROVAL:  DATE: 3-20-02

APPROVAL 2

DATE _____

AGENCY APPROVAL: I certify that the proposed purchase represented by this document is authorized by and is made in accordance with all State (and if applicable Federal) legislation, rules and regulations. I further certify that adequate unencumbered cash and budget expenditure authority exists for this proposed purchase and all other outstanding purchase commitments and accounts payable.

AGENCY AUTHORIZED SIGNATURE: _____ DATE: _____

AGENCY AUTHORIZED SIGNATURE

DATE _____

Generated by : New Mexico Energy, Minerals and Natural Resources. Advantagex Web System Version 2.1.02/12/2005

© 2001 State of New Mexico

☐ ESTABLISH ☐ RENEWAL NO.:

☒ X

CONTRACT, PRICE AGREEMENT, OR OTHER THAN PROFESSIONAL SERVICE CONTRACT

(Approved Vendor Must Be)

**CONTRACT, PRICE AGREEMENT, PURCHASE ORDER
OTHER THAN PROFESSIONAL SERVICE CONTRACTS**

C/PA/PO# 0252107167

EXPIRES:

DIRECT PURCHASE ORDER
(ONLY VALID FOR PURCHASES \$1,500.00 AND UNDER)

EXEMPT FROM THE NM PROCUREMENT CODE

PURSUANT TO SECTION

EXCLUDED FROM PROCUREMENT THROUGH STATE PURCHASING

☐ *P/RSUANT TO SECTION*

FOR ENCUMBERING PURPOSES ONLY

REASON:

CODE	521	NUMBER	02-199-005175
DATE	03/20/02	BUDGET FY	02

**PURCHASE DOCUMENT
CONTINUATION SHEET**

AGENCY NAME ENERGY, MINERALS & NAT RES

DELIVERY DATE	03/20/02	FOB	D
BUDGET VERIFIED BY:			

COMM LN	QUANTITY	UNIT	COMMODITY CODE	ACCT LN	ARTICLE AND DESCRIPTION	UNIT COST	TOTAL COST
1	1.0000	EACH	CCCC		PHASE 3 CLEANUP GOODWIN TREATING PLANT, LEA CO.	100000.0000	100000.00
TOTAL							100,000.00

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- 1 VENDOR/SPD(PRONLY)
- 2 DFA COPY
- 3 AGENCY COPY
- 4 AGENCY COPY

© 2001 State of New Mexico



January 9, 2002
AMEC Proposal No. PF01-1123

Ms. Martyne Kieling
New Mexico Oil Conservation Division
1220 S. Saint Frances
Santa Fe, New Mexico 87505

**RE: Scope of Work for the Environmental Remediation
of the Goodwin Treating Plant**

Dear Ms. Kieling:

AMEC (AMEC Earth & Environmental) is pleased to submit the enclosed signed copy of the Scope of Work for the Phase III Remediation project associated with the Goodwin Treating Plant located in Lea County, west of Hobbs, New Mexico.

AMEC appreciates the opportunity to provide professional environmental services to the New Mexico Oil Conservation Division for the environmental remediation of the Goodwin Treating Plant. Please call Don Fernald at (888) 840-2472 or Bob Wilcox at (800) 279-0950 if you need additional information, or if we can be of further assistance. We are looking forward to working with you.

Sincerely,
AMEC EARTH & ENVIRONMENTAL, INC.

A handwritten signature in black ink, appearing to read "Don Fernald", written over a horizontal line.

Don Fernald
Program Manager

**SCOPE OF WORK
PHASE III REMEDIATION
GOODWIN TREATING PLANT
LEA COUNTY NEW MEXICO
JANUARY 2, 2002**

New Mexico State Highway and Transportation Department (NMSHTD) Price Agreement – Site Maintenance & Monitoring - 00-805-09-17658 Contract Vendor 1) AMEC Earth and Environmental, Inc. (Agra Earth and Environmental, Inc.) 8519 Jefferson, NE, Albuquerque, NM 87113, Tel 1-505-821-1801, TIN 911641772,

A. SUMMARY

The contractor shall perform the work necessary to perform the Phase III cleanup of the Goodwin Treating Plant Site, to properly remove equipment and surface contamination, investigate the extent of subsurface soil contamination, and remediate/restore the facility site. The Goodwin Treating Plant is located in the SW/4 NW/4 of Section 31, Township 18 South, Range 37 East, NMPM, Lea County, New Mexico.

B. SCOPE OF WORK

The scope of work includes, but is not limited to:

1. Removal of two treaters/separators and associated piping and equipment. Items must be sent to an OCD-approved disposal facility and must be disposed of in accordance with the rules of the OCD.
2. Removal of the tank bottom pile from the pit in the northwest corner of the facility. Tank bottom material must be sent to an OCD-approved landfarm for reclamation.
3. Removal or composting of contaminated soil from the former tank footprint locations. Contaminated soil removed must be sent to an OCD-approved landfarm for reclamation.
 - a. The decision to remove or compost will be made after item 2 is complete.
 - b. Composting will include the addition of manure from a local dairy or feedlot source, the addition of water if precipitation is poor, and turning every two weeks for 6 months.
 - c. Turning may not be approved until spring when the activity of the microbes is optimal.

4. Back hauling of clean soil from the landfarm facility. The amount to be back hauled will be determined by the existing volume of clean fill currently at the facility and the volume of contaminated soil excavated and removed from the facility.
5. Sampling within the excavations for analysis at an OCD contracted laboratory.
6. Installation of a clay barrier within the excavations if determined appropriate by the OCD.
7. Back filling excavations with clean fill material when the OCD-approved clean up criteria have been met.
8. Providing written weekly updates once fieldwork begins regarding work performed, volumes of material removed, volumes of material hauled in and overall costs. Updates will be submitted monthly during the composting phase.
9. Preparation and submittal of a Phase III report. The report must include the work completed by the Phase III remediation and recommendations for any further remediation activity.
10. The work is more particularly described in paragraph D, herein.

C. MERGER

This Agreement, and attachments thereto, together with NMSHTD Price Agreement No. 00-805-09-17658, constitutes the entire agreement between the parties hereto and all previous agreements, conditions, promises, inducements and understandings shall be deemed to have merged in this Agreement.

D. SUMMARY OF PHASE III REMEDIAL ACTIONS AT THE GOODWIN TREATING PLANT

MOBILIZATION / DEMOBILIZATION					
ITEM NO.	ITEM	UNIT	PRICE PER UNIT	UNITS	COSTS
0003	project scientist/manager	hour	\$63	16	\$1,008.00
0005	field tech II	hour	\$42	16	\$672.00
0006	field tech I	hour	\$40	48	\$1,920.00
0029	trackhoe 2	day	\$550	6	\$3,300.00
0042	Mileage	mile	\$0.25	1,988	\$497.00
0043	per diem	night	\$60	5	\$300.00
0053	pick-up trucks (3)	day	\$50	6	\$300.00
TOTAL					(a) \$7,997.00

ON SITE WORK					
ITEM NO.	ITEM	UNIT	PRICE PER UNIT	UNITS	COSTS

0002	senior scientist	hour	\$75	50	\$3,750.00
0003	project scientist/manager	hour	\$63	120	\$7,560.00
0005	field tech II	hour	\$42	330	\$13,860.00
0006	field tech I (3)	hour	\$40	990	\$39,600.00
0010	secretary	hour	\$29	40	\$1,160.00
0021	PID	day	\$5	30	\$150.00
0029	trackhoe 2 (3)	day	\$550	90	\$49,500.00
0043	perdiem (4 - 5)	night	\$60	165	\$9,900.00
0053	pick-up truck (2)	day	\$50	90	\$4,500.00
0042	mileage	mile	0.25	2,250	\$562.50
TOTAL				(b)	\$130,542.50

OFFSITE HYDROCARBON SOIL TRANSPORT AND DISPOSAL					
ITEM NO.	ITEM	UNIT	PRICE PER UNIT	UNITS	COSTS
0045	disposal of contaminated soil	5 bbls = cubic yd	\$20	500	\$10,000.00
TOTAL				(c)	\$10,000.00

ONSITE COMPOST PILE SET UP AND INITIAL WATERING					
ITEM NO.	ITEM	UNIT	PRICE PER UNIT	UNITS	COSTS
0002	senior scientist	hour	\$75	8	\$ 600.00
0003	project scientist/manager	hour	\$63	16	\$ 1,008.00
0005	field tech II	hour	\$42	99	\$ 4,158.00
0006	field tech I (2)	hour	\$40	198	\$ 7,920.00
0010	secretary	hour	\$29	8	\$ 232.00
0021	PID	day	\$5	10	\$ 50.00
0029	trackhoe 2 (2)	day	\$550	20	\$ 11,000.00
0052	water truck	day	\$125	-	\$ -
	Water purchase (at cost)	130 bbl	\$39	34	\$ 1,326.00
	120 bbl transport (at cost)	Hour	\$65	68	\$ 4,420.00
0043	perdiem	night	\$60	30	\$ 1,800.00
0053	pick-up truck	day	\$50	20	\$ 1,000.00
0042	mileage	mile	0.25	750	\$ 187.50
	fence (at cost)	LS	Each	6,000	\$ 6,000.00
	manure/trucking (at cost)	cubic yd	8.75	3,125	\$ 27,343.75
TOTAL				(d)	\$ 67,045.25

MAINTENANCE OF COMPOST PILE (3 turning events)					
ITEM NO.	ITEM	UNIT	PRICE PER UNIT	UNITS	COSTS
0002	senior scientist	hour	\$75	6	\$ 450.00
0003	project scientist/manager	hour	\$63	6	\$ 378.00
0005	field tech II	hour	\$42	240	\$ 10,080.00
0006	field tech I	hour	\$40	-	\$ -

0010	secretary	hour	\$29	6	\$ 174.00
0021	PID	day	\$5	15	\$ 75.00
0029	trackhoe 2	day	\$550	15	\$ 8,250.00
	Water purchase (at cost)	130 bbl	\$39	110	\$ 4,290.00
	120 bbl transport (at cost)	Hour	\$65	140	\$ 9,100.00
0052	water truck	day	\$125	-	\$ -
0043	perdiem	night	\$60	18	\$ 1,080.00
0053	pick-up truck	day	\$50	21	\$ 1,050.00
0042	mileage	mile	0.25	2,700	\$ 675.00
TOTAL					(e) \$ 35,602.00

REMOVAL AND DISPOSAL OF HEATER-TREATERS					
ITEM NO.	ITEM	UNIT	PRICE PER UNIT	UNITS	COSTS
	subcontract shear (at Cost)	LS	\$ 2,000.00	1.0	\$2,000.00
0029	trackhoe 2	day	\$550	0.3	\$165.00
0006	field tech I	hour	\$40	3.0	\$120.00
	transport (at cost)	hour	\$60	8.0	\$480.00
	Disposal (at cost)	ton	\$23	20.0	\$460.00
TOTAL					(f) \$3,225.00

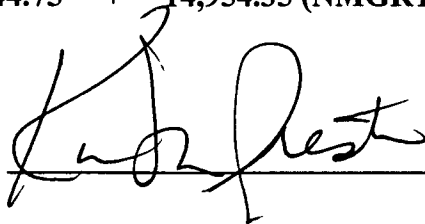
CLAY LINER PLACEMENT					
ITEM NO.	ITEM	UNIT	PRICE PER UNIT	UNITS	COSTS
	clay (at cost)	cubic yd	\$7.50	-	\$0.00
0006	field tech I	hour	\$40	-	\$0.00
0029	trackhoe 2	day	\$550	-	\$0.00
TOTAL					(g) \$0.00

BACKFILLING AND SITE RESTORATION					
ITEM NO.	ITEM	UNIT	PRICE PER UNIT	UNITS	COSTS
0002	senior scientist	hour	\$75	16	\$1,200.00
0003	project scientist/manager	hour	\$63	24	\$1,512.00
0005	field tech II	hour	\$42	99	\$4,158.00
0006	field tech I	hour	\$40	198	\$7,920.00
0010	secretary	hour	\$29	16	\$464.00
0021	PID	day	\$5	10	\$50.00
0029	trackhoe 2	day	\$550	20	\$11,000.00
0043	perdiem	night	\$60	35	\$2,100.00
0053	pick-up truck	day	\$50	20	\$1,000.00
0042	mileage	mile	0.25	900	\$225.00
TOTAL					(h) \$29,629.00

TOTAL COST FOR JOB	(i) \$284,844.75
Lea County Taxes (NMGRT)	5.25% \$ 14,954.35

TOTAL (i) \$ 284,844.75 + 14,954.35 (NMGRT) = (j) \$ 299,799.10

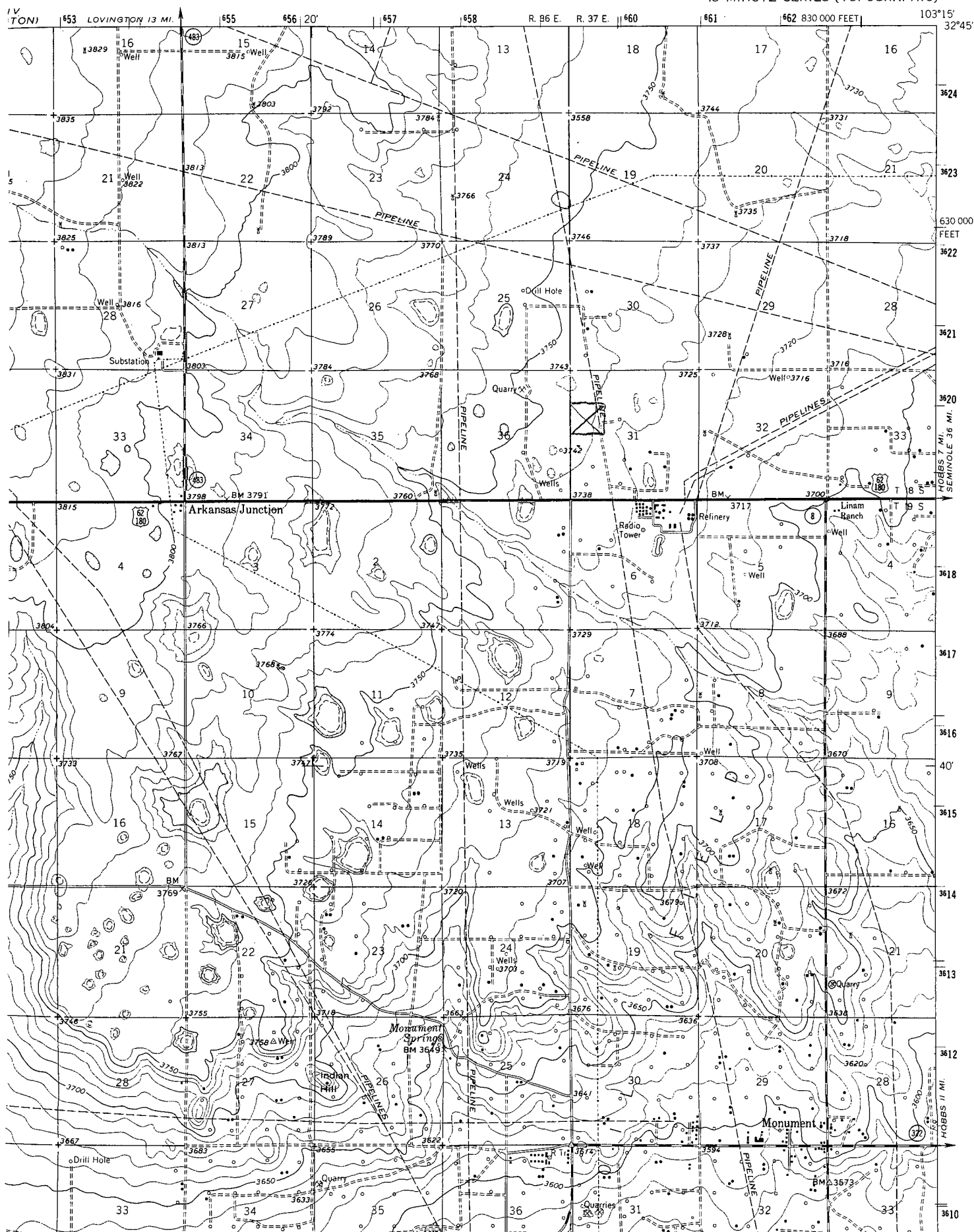
AMEC APPROVAL:



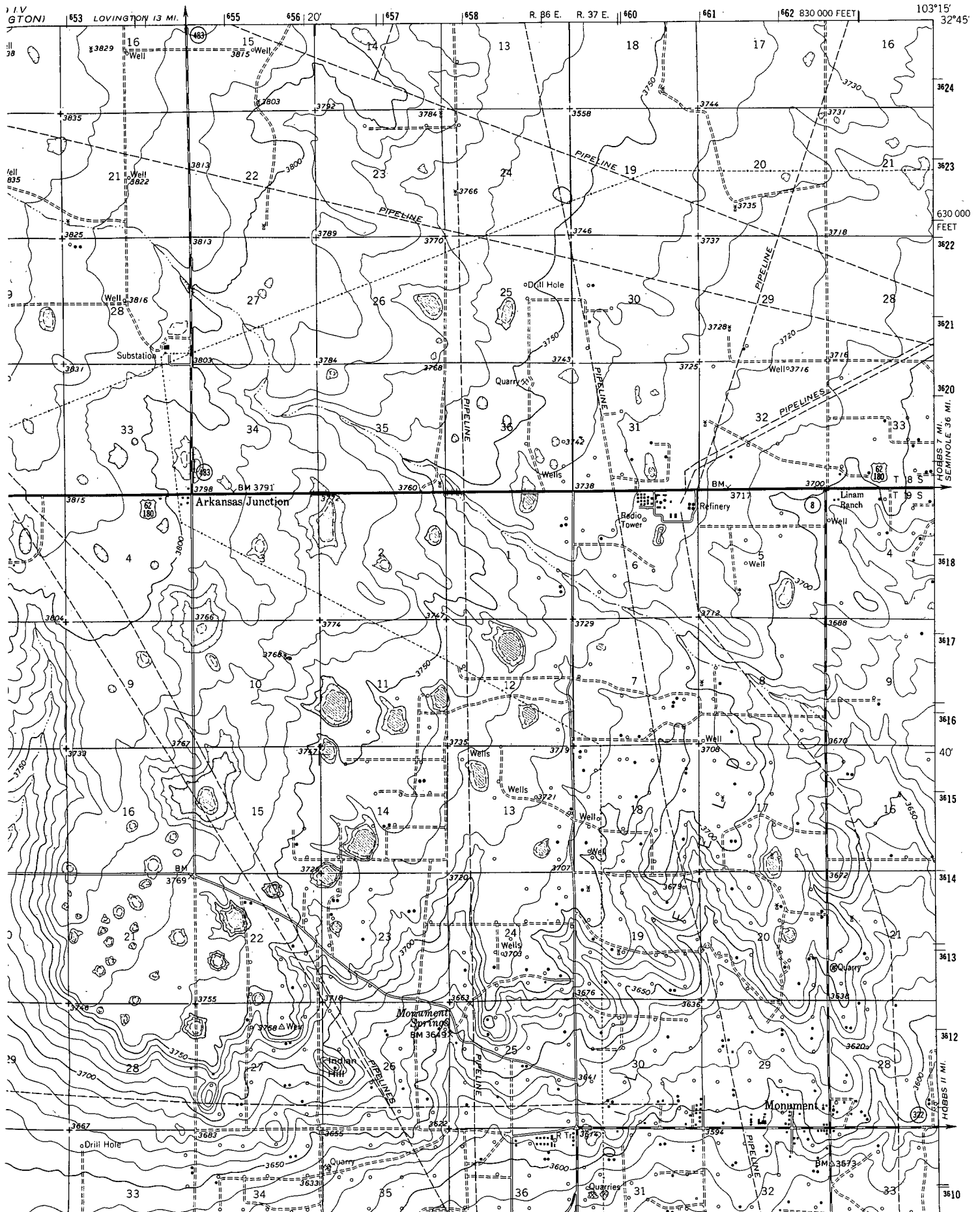
DATE:

1/9/2002 ~~2001~~

MONUMENT QUADRANGLE
NEW MEXICO-LEA CO.
15 MINUTE SERIES (TOPOGRAPHIC)



MONUMENT QUADRANGLE
NEW MEXICO-LEA CO.
15 MINUTE SERIES (TOPOGRAPHIC)





NEW MEXICO ENERGY, MINERALS and NATURAL RESOURCES DEPARTMENT

GARY E. JOHNSON

Governor
Betty Rivera
Cabinet Secretary

March 20, 2002

Lori Wrotenbery
Director

Oil Conservation Division

Mr. David Coss, Division Director
New Mexico State Land Office
P.O. Box 1148
Santa Fe, NM 97504-1148

**RE: Phase III Investigation, Cleanup and Environmental Remediation of the
Goodwin Treating Plant located on State Land
SW/4 NW/4 of Section 31, Township 18 South, Range 37 East, NMPM
Lea County, New Mexico.**

Dear Mr. Coss:

The New Mexico Oil Conservation Division (OCD) will be using AMEC Earth and Environmental, Inc. (AMEC) for the Phase III investigation, cleanup and environmental remediation of the Goodwin Treating Plant located SW/4 NW/4 of Section 31, Township 18 South, Range 37 East, Lea County, New Mexico.

The OCD is requesting a Right of Access to the above location for our contractor, AMEC. AMEC will secure the facility with locking gate and will be working under a site health and safety plan. They will be using heavy equipment on site to remove old equipment, oilfield waste and contaminated soil. In addition, AMEC will be requiring approximately 10 acres directly north of the facility fence line to construct soil compost windrows.

We are requesting Right of Access for AMEC to complete the contracted work for one (1) year from the date of this letter. If you have any questions or need additional information regarding this matter please contact Martyne Kieling at (505) 476-3488.

Sincerely

Stephen C. Ross
Assistant General Counsel

xc: Don Fernald, AMEC Earth and Environmental, Inc



NEW MEXICO ENERGY, MINERALS and NATURAL RESOURCES DEPARTMENT

GARY E. JOHNSON

Governor

Betty Rivera
Cabinet Secretary

March 20, 2002

Lori Wrotenbery

Director

Oil Conservation Division

Mr. David Coss, Division Director
New Mexico State Land Office
P.O. Box 1148
Santa Fe, NM 97504-1148

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Goodwin Treating Plant located on State Land
SW/4 NW/4 of Section 31, Township 18 South, Range 37 East, NMPM
Lea County, New Mexico.**

Dear Mr. Coss:

The New Mexico Oil Conservation Division (OCD) will be using AMEC Earth and Environmental, Inc. (AMEC) for the Phase III investigation, cleanup and environmental remediation of the Goodwin Treating Plant located SW/4 NW/4 of Section 31, Township 18 South, Range 37 East, Lea County, New Mexico.

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We are requesting Right of Access for AMEC to complete the contracted work for one (1) year from the date of this letter. If you have any questions or need additional information regarding this matter please contact Martyne Kielsing at (505) 476-3488.

Sincerely

Stephen C. Ross
Assistant General Counsel

xc: Don Fernald, AMEC Earth and Environmental, Inc

February 4, 2002
AMEC Proposal No. PF01-1123

Ms. Martyne Kieling
New Mexico Oil Conservation Division
1220 S. Saint Frances
Santa Fe, New Mexico 87505

RE: Cost Estimate for biodegrading bacteria analysis

Dear Ms. Kieling:

AMEC (AMEC Earth & Environmental) is pleased to submit this cost estimate to the New Mexico Oil Conservation Division (OCD) for sampling and testing of soils at the Goodwin Treating Plant site for the presence of hydrocarbon degrading bacteria and chlorides.

Since previous sampling of soils on the site indicates the presence of elevated chloride concentrations, AMEC recommends sampling and analysis of soils to be treated on-site to determine the levels of chlorides and hydrocarbon degrading bacteria. Elevated chloride concentrations can inhibit the effectiveness of certain hydrocarbon-degrading bacteria.

AMEC anticipates the following costs to be associated with this work:

Parameter	Unit	Cost	Estimated Units	Estimated Total
Staff Scientist	Hour	\$ 63	8	\$ 504
Truck	Day	\$ 50	1	\$ 50
Diesel Degrading Bacteria	Each	\$ 30	5	\$ 150
Heavy Oil Degrading Bacteria	Each	\$ 30	5	\$ 150
Heterotrophic Plate Count	Each	\$ 14	5	\$ 70
Chloride	Each	\$ 30	5	\$ 150
Estimated Total				\$ 1,074

AMEC will provide the NMOCD with a letter report indicating the findings of the sampling and testing of soils. We anticipate completing this project within 10 days authorization to proceed.

AMEC can also provide additional analysis that may be useful for determining the bio-treatability of the hydrocarbon-impacted soils. This would include analysis for bioavailability of nutrients in the hydrocarbon-impacted soils and manure additives.

AMEC appreciates the opportunity to provide this cost estimate to the OCD for the environmental remediation of the Goodwin Treating Plant. Please call Don Fernald at (888) 840-2472 or Bob Wilcox at (800) 279-0950 if you need additional information, or if we can be of further assistance.

Sincerely,
AMEC EARTH & ENVIRONMENTAL, INC.

Don Fernald
Program Manager



NEW MEXICO ENERGY, MINERALS and NATURAL RESOURCES DEPARTMENT

GARY E. JOHNSON

Governor

Jennifer A. Salisbury

Cabinet Secretary

Lori Wrotenberg

Director

Oil Conservation Division

Memorandum of Meeting or Conversation

Telephone _____
Personal XX
E-Mail _____

Time: 9:30 am

Date: July 11, 2001

Originating Party: Wayne Price and Martyne Kieling-OCD

Other Parties: Roger Anderson-Environmental Bureau Chief

Subject: Goodwin Treating Plant Project

Discussion: Re-cycling of Oilfield BS&W from tanks 118, 114, 111 and heater treater.

On July 10, 2001 OCD and NMED Radiation Protection Program personnel performed a norm survey of the above tanks. All readings were found to be below the 50 uR/Hr action level.

Conclusions or Agreements:

Wayne Price and Martyne Kieling recommend the material found in the above tanks be re-cycled through an OCD permitted treating plant facility.

Signed: _____

CC: NMED- Bill Floyd

Wayne Price *Martyne Kieling*
concur *RA*

Telnet - 164.64.103.12

Connect Edit Terminal Help

ACTION: R SCREEN: EXP2 USERID: lgin 11/28/01 11:47:23 AM

EXPENSE BUDGET INQUIRY

BUDGET FY= 02 FUND= 199 AGENCY= 521
 ORGANIZATION= 0750 ACTIVITY= FUNCTION=
 OBJECT= 3522
 DESCRIPTION: PROF. SERVICES CONTRACT (RPT.)
 SUB-OBJECT OPTION: BUDGETED POSITIONS: 0.00 REV SOURCE REF 1:
 STATUS IND: A SPENDING CONTROL IND: REV SOURCE REF 2:
 APPROPRIATION UNIT: 301 REV SOURCE REF 3:
 SERIES NUM:

	CURRENT AMOUNTS	BEGIN DAY AMOUNTS
	-----	-----
APPROVED BUDGET:	499,122.00	
CURRENT MODIFIED BUDGET:	499,122.00	499,122.00
PRE-ENCUMBERED:	110,800.00	110,800.00
ENCUMBERED:	194,004.90	194,004.90
EXPENDED:	5,818.09	5,818.09
UNOBLIGATED:	299,299.01	
UNCOMMITTED:	188,499.01	

50,000
 28,800
 32,000

 110,800 - To Be Bid.

\$ 170,143.70

Post-It® Fax Note	7671	Date	2/1/01	# of pages	1
To	Martynne Kieling	From	Ric. Heibel		
Co./Dept.	OCD	Co.	NMSHTD		
Phone #	476-3488	Phone #	827-5699		
Fax #	476-3462	Fax #	827-3202		

11. This form we use to define "scope of work" and obtain "bid for work".
R.

For work beginning Feb. 2001, provide costs of 4 quarterly ground water sampling events & letter reports, for NMSHTD paid VOC lab. testing at 8 sites, from four 2-in. wells per site. Locations are Belen, Bernalillo, Hatch, Gallup & Tucumcari w/WD <15' and Williamsburg, Santa Rosa & Carlsbad w/WD >15'. Submit 4 invoices to State Maintenance Bureau, attn. Richard Heibel.

PRICE AGREEMENT - SITE MAINTENANCE & MONITORING

NMSHTD PURCHASE REQUEST

VENDOR NO.		5080420		AMEC Earth & Environmental			
PA Number 00-805-09-		17658		COMMODITY CODE: 72002, 66074			
LN	FUND	AGENCY	ORG/SUB	APPR	OBJ	SUB	
01	001	805	9947	050	0053	10	(a)\$
02	001	805	9947	050	0053	20	(b)\$
LN	QTY	UNIT	COST				
0003		\$63 hr.	\$	Project Manager			
0005		\$42 hr.	\$	Field Technician II			
0007		\$40 hr.	\$	Draftsperson II			
0009		\$35 hr.	\$	Administrator			
0015		\$5 day	\$	EC Meter (conductivity)			
0017	4	\$ /event	\$	Expendables (gloves, bailers, twine, ice, DI water, etc.)			
0019		\$5 day	\$	Fluid Level Detector			
0042		\$0.25 mi.	\$	Personal Vehicle Mileage			
0043		\$60 day.	\$	Per Diem / Overnight			

TOTAL (a) \$ _____ X 0.058125 (NMGR1) = (b) \$ _____

AMEC APPROVAL: _____ Date: _____ 2001

Kielling, Martyne

From: Heibel, Richard A
Sent: Wednesday, November 28, 2001 12:20 PM
To: Gutierrez, Della
Cc: Kielling, Martyne
Subject: FW: use of Purchase agreement

The NM State Land Office may also purchase, using the subject Agreements, as authorized by the NM General Services Department.

-----Original Message-----

From: Heibel, Richard A
Sent: Wednesday, November 28, 2001 10:49 AM
To: Kielling, Martyne
Cc: Gallegos, Pauline J; Cordova, Cindee L; Ortiz, Dennis J
Subject: RE: use of Purchase agreement

The NM Oil Conservation Division may purchase listed items, using the contract vendors listed, on Purchase Agreements 00-805-09-17658 (SITE MAINTENANCE & MONITORING) and 00-805-09-17626 (LABORATORY ANALYSIS - ENVIRONMENTAL SURVEY AND DETECTION). Please coordinate future similar agreements that your agency may require, so that our Agency can purchase items using a "combined" document.

Richard Heibel, CPG
505-827-5699

-----Original Message-----

From: Kielling, Martyne
Sent: Wednesday, November 28, 2001 10:21 AM
To: Heibel, Richard A
Cc: Gutierrez, Della
Subject: use of Purchase agreement

Dear Richard Heibel,

It looks as though my computer was smart enough and found you in the system and automatically converted your E-mail address to your name. However I do not see the Highway department listed in my address book. ... Go figure ..

In regards to what we spoke of over the phone the N.M.Oil Conservation Division and the N.M. State Land Office would like to use your Purchase agreement 00-805-09-17659 to the amount of \$100,000 and \$200,000 respectively. Please let me know if it is ok to use your agreement for our work.

Thanks for your time and consideration.

Martyne Kielling
476-3488

XC: File 711-022 Phase III Cleanup and Investigation at the Goodwin Treating Plant, Lea, County, NM.

Kieling, Martyne

From: Heibel, Richard A
Sent: Wednesday, November 28, 2001 9:49 AM
To: Kieling, Martyne
Cc: Gallegos, Pauline J; Cordova, Cindee L; Ortiz, Dennis J
Subject: RE: use of Purchase agreement

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505-827-5699

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Cc: Gutierrez, Della
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Thanks for your time and consideration.

Martyne Kieling
476-3488

XC: File 711-022 Phase III Cleanup and Investigation at the Goodwin Treating Plant, Lea, County, NM.

From: Martyne Kieling
To: File 711-022
Date: November 28, 2001
Time: 9:30
Subject: Phase III Goodwin treating plant investigation and cleanup

I contacted Mary Anaya with OCD and she called and spoke to Sandra Lujan with State Purchasing to see what was needed to use the Highway Department Purchase Agreement 00-805-09-17658. Sandra told her that all we needed was some documentation from the the vendor Amec Earth and Environmental and agreement from the issuing agency (Highway Department) Richard Hiebel 827-5699 is the contact for the Highway Department listed in Mary's computer program.



FAX

To **Martyne Kleling**
Company **NM OCD**
Fax **505-476-3462**

From **Don Fernald**
Direct Tel **505-327-7928**
Fax **505-326-5721**
E-Mail **don.ferald@amec.com**
Pages **10 (Inc. this page)**
Date
cc

Subject Goodwin

Hi Martyne,

Please see the attached proposal for Goodwin. I will be out until Friday, December 14th. Bob Wilcox and I are planning to meet with you on December 18th at 10:00 am. Please call should you have any questions.

Sincerely,

Don Fernald
AMEC Earth & Environmental
2060 Afton Place
Farmington, NM 87401
Ph: 505-327-7928
Fx: 505-326-5721
Cell: 505-320-9670
don.ferald@amec.com

C:\MyFiles\Fax-Don.doc

AMEC Earth & Environmental, Inc.
2060 Afton Place
Farmington, NM 87401
505-327-7928
Fax: 505326-5721
www.amec.com

This fax message is confidential. If you are not the intended recipient please notify us by telephone as soon as possible and either return the message by post or destroy it. If you are not the intended recipient, any use by you of its contents is prohibited.



December 7, 2001
AMEC Proposal No. PF01-1123

Ms. Martyne Kieling
New Mexico Oil Conservation Division
1220 S. Saint Frances
Santa Fe, New Mexico 87505

**RE: Cost Estimate for the Environmental Remediation
of the Goodwin Treating Plant**

Dear Ms. Kieling:

AMEC (AMEC Earth & Environmental) is pleased to submit this cost estimate to the New Mexico Oil Conservation Division (OCD) for the Cleanup and Environmental Remediation of the Goodwin Treating Plant located in Lea County, west of Hobbs, New Mexico.

AMEC proposes to complete this project in accordance with purchase agreement number 000-805-09-17658 between the State of New Mexico and AMEC formerly AGRA Earth and Environmental, Inc. This project will also be performed in accordance to the pricing and scope of work presented herein. The scope of work is based upon information provided by Ms. Martyne Kieling with the OCD in a e-mail dated November 26, 2001 and conversations with Ms. Kieling on November 27, 2001.

AMEC'S PROPOSED SCOPE OF WORK

AMEC's approach for this project will include comprehensive project management, planning, investigation and remedial operations. AMEC realizes that actual project costs can vary greatly depending on the thoroughness of initial project planning and continued active management. AMEC will assign an experienced project manager, Bob Wilcox and a Field Supervisor, Morgan Killion along with an experienced crew who have completed numerous projects similar in scope. Work will be completed on a time and materials, unit rate basis as outlined within this proposal. The following is a summary of the Scope of Work proposed by AMEC for completion of this project.

1. AMEC will remove the two treaters/separators and associated piping and equipment at the site. AMEC assumes that these items do not contain crude oil or water, other than in small residual amounts. The treaters/separators will be sent to an OCD-approved facility (Lea Land Co.) for disposal as cleaning and subsequent recycling is not cost effective.

AMEC Earth & Environmental, Inc.
2060 Aron Place
Farmington, New Mexico, USA
Tel 1+505-327-7928
Fax 1+505-326-5721

www.amec.com



2. AMEC will remove the tank bottom pile from the pit in the northwest corner of the facility. Tank bottom material will be sent to an OCD-approved landfarm (J&L Landfarms) for remediation.
3. AMEC will excavate hydrocarbon-impacted soils around the former tank footprint locations. The hydrocarbon-impacted soils will be solidified with clean soil if needed to accommodate transport to the OCD-approved landfarm. The OCD may wish to have this material remediated on site.
4. AMEC will excavate additional hydrocarbon impacted soils located at the Goodwin Treating Plant and construct passive biopiles. The biopiles will consist of placing the hydrocarbon-impacted soils into long, high piles, mixed with manure. AMEC has provided pricing for mixing one part manure for every four parts of soil (3,750 cubic yards manure: 15,000 cubic yards of hydrocarbon-impacted soils). AMEC recommends mechanical mixing and watering of the soils every two to three weeks to expedite biodegradation of hydrocarbons. The operations and maintenance (O&M) of the biopiles may require from one to twelve site events pending biodegradation factors of constituents. Bioremediation of the hydrocarbon-impacted soils in biopiles would be expected within a six to eight month period.
5. As an option to Item 4, the OCD may choose to have AMEC install an active biopile remediation system. Construction of the biopiles would include placing the hydrocarbon-impacted soils into long, high piles, mixed with manure and water, and have slotted PVC piping installed within the piles to accommodate air/gas exchange. The biopiles would be covered with plastic to prevent evaporation of water, maintain optimal moisture levels and retain heat. O&M of this system would include monthly monitoring of the soils for hydrocarbon concentrations and moisture content. Plastic covering would be removed as needed to add water to the biopiles as needed to stimulate optimal biodegradation. Bioremediation of the hydrocarbon-impacted soils in passive biopiles would be expected within several years. Concerns for an active biopile system would include adequate air/gas exchange and maintenance and replacement of the plastic covering as degrading will occur over time.
6. AMEC will conduct sampling of soil at the site to monitor clean up activities. Soil samples will be transported to an OCD-approved laboratory. Sample transport and laboratory costs will be paid directly by the OCD.
7. AMEC will install a clay liner, if determined appropriate by the OCD in excavated areas to help prevent migration of contaminants to the groundwater.
8. AMEC will provide written weekly updates once fieldwork begins regarding work performed, volumes of material removed, volumes of material hauled in and overall costs. Updates will be submitted monthly during the on site land farming or biopile phase.
9. Upon completion of the remediation of the biopiles to hydrocarbon concentrations acceptable to the OCD, AMEC will backfill the excavated areas with the soil from the biopiles and provide site restoration services.



10. AMEC will prepare and submit a Phase III report. The report will include the work completed for the Phase III remediation and recommendations for any further remediation activity. The Phase III report will be prepared and reviewed under AMEC internal peer review policy.

PROJECT APPROACH

AMEC will develop a comprehensive project plan prior to initiating any on-site activities. This plan is summarized as follows:

- a) AMEC will designate an experienced project manager who has experience completing similar projects (Bob Wilcox).
- b) AMEC will complete a detailed project plan for submittal to the OCD representative(s). AMEC will review the project plan and costs with OCD representative(s) prior to initiating on-site activities.
- c) AMEC's project manager, site supervisor, and representative(s) of the OCD will initiate this project with a "Kick-Off" meeting, currently scheduled to be held on December 18, 2001.
- d) Project documentation will consist of daily field notes, health and safety meeting records/documentation, chain-of-custody documentation, soil sampling data, laboratory results, field screening test results, and site maps.
- e) In the event that unforeseen conditions or out-of-scope costs are encountered during the project, AMEC will notify the OCD immediately. Unforeseen conditions will be discussed and negotiated with the OCD prior to taking additional actions.
- f) Project communication is essential. AMEC will provide a weekly report summarizing the activities of the prior week. Additionally, AMEC's on-site personnel will have access to mobile phones throughout the project. AMEC will present the OCD with a contact sheet listing AMEC's key personnel for this project during the Kick-Off Meeting.
- g) AMEC's number one requirement is to ensure that the project is performed safely. Any AMEC employee has the right to stop the project if they believe that safety is being compromised. AMEC will develop a project-specific health and safety plan. All AMEC personnel and site visitors will be briefed and familiar with the site-specific health and safety plan.
- h) Manifesting of Project Materials - Various materials including soil, tanks, vessels, piping and other related equipment will be removed from the site. Additionally, soil will be delivered to the site for back filling excavations. A manifest will be prepared by AMEC to document the volume of materials removed or delivered to the site. The manifest will include the following:



Material transported	Nature of Material
Date and time of manifest	Transporter Name and Signature
OCD authorization to transport	Material origination and destination
Volume (cubic yard or barrel) or weight of material	

AMEC and the transporter will determine the amount or volume of each load. The OCD may wish to verify the amount of each load during the execution of the manifest. AMEC will require the OCD to sign each manifest. AMEC will not be responsible or liable for the ultimate fate of any materials removed from the site. All material removed to the site will be transported to OCD-approved facilities.

COST ESTIMATE

AMEC estimates costs, excluding applicable taxes to complete this project for the ODC on a turnkey basis listed as follows:

MOBILIZATION / DEMOBILIZATION				
ITEM	UNIT	PRICE PER UNIT	ESTIMATED UNITS	ESTIMATED COSTS
Project Scientist / Manager	Hour	\$63	16	\$1,008
Field Tech II	Hour	\$42	16	\$672
Field Tech I	Hour	\$40	16	\$1,920
Trackhoe 2	Day	\$550	6	\$3,300
Mileage	Mile	\$0.25	994	\$745.50
Per Diem	Night	\$60	5	\$300
Pick-up Trucks (3)	Day	\$50	6	\$300
ESTIMATED TOTAL FOR MOBILIZATION / DEMOBILIZATION				\$8,245.50



AMEC ESTIMATED COSTS FOR COMPLETING ON SITE WORK						
ITEM	UNIT	PRICE PER UNIT	ESTIMATED UNITS PER DAY	ESTIMATED DAYS PER WEEK	ESTIMATED WEEKS	ESTIMATED TOTAL
Senior Scientist	Hour	\$75	2	5	6	\$4,500
Project Scientist/ Manager	Hour	\$63	10	3	6	\$11,340
Field Tech II	Hour	\$42	12	6	6	\$18,144
Field Tech I	Hour	\$40	36	6	6	\$51,840
Secretary	Hour	\$29	2	5	6	\$1,740
PID	Day	\$5	1	6	6	\$180
Trackhoe 2	Day	\$550	3	6	6	\$59,400
Per Diem	Night	\$60	5	7	6	\$12,600
Pick-up Truck(2 vehicle s??)	Day	\$50	3	6	6	\$5,400
Mileage(2 vehicle s??)	Mile	\$0.25	75 per truck??	6	6	\$675
ESTIMATED TOTAL FOR COMPLETING ON SITE WORK						\$165,819

OFF SITE HYDROCARBON SOIL TRANSPORT & DISPOSAL			
UNIT	PRICE PER UNIT	ESTIMATED UNITS	ESTIMATED COSTS
Cubic Yard	\$20	500	\$10,000
ESTIMATED TOTAL FOR OFF SITE HYDROCARBON SOIL TRANSPORT & DISPOSAL			\$10,000

BIOPILE SET-UP COSTS (INCLUDES FIRST WATERING)			
UNIT	PRICE PER UNIT	ESTIMATED UNITS	ESTIMATED COSTS
Cubic Yard	\$3.00	15,000	\$45,000
ESTIMATED TOTAL FOR BIOPILE SET-UP COSTS (INCLUDES FIRST WATERING)			\$45,000



OPERATION AND MAINTENANCE OF BIOPILE PER EVENT			
UNIT	PRICE PER UNIT	ESTIMATED UNITS	ESTIMATED COSTS
Cubic Yard	\$0.80	15,000	\$12,000
ESTIMATED TOTAL FOR OPERATION AND MAINTENANCE OF BIOPILE PER EVENT			\$12,000

ESTIMATED COSTS FOR REMOVAL AND DISPOSAL OF HEATER-TREATERS			
UNIT	PRICE PER UNIT	ESTIMATED UNITS	ESTIMATED COSTS
Subcontract Shear (at cost)	\$2,000	1	\$2,000
Trackhoe w/thumb??	\$68.75/hour	3	\$206.25
Field Tech I	\$40/hour	3	\$120
Transport (at cost - Lea Land Co.)	\$60/hour	8	\$480
Disposal (at cost - Lea Land Co.)	\$23/ton	20	\$460
ESTIMATED COSTS FOR REMOVAL AND DISPOSAL OF HEATER-TREATERS			\$3,266.25

ESTIMATED COSTS FOR PLACEMENT OF CLAY LINER (IF NEEDED)			
UNIT	PRICE PER UNIT	ESTIMATED UNITS	ESTIMATED COSTS
Cubic Yard	\$16	500	\$8,000
ESTIMATED COSTS FOR PLACEMENT OF CLAY LINER (Based on minimum of 500 cubic yards)			\$8,000



AMEC ESTIMATED COSTS FOR BACKFILLING /SITE RESTORATION						
ITEM	UNIT	PRICE PER UNIT	ESTIMATED UNITS PER DAY	ESTIMATED DAYS PER WEEK	ESTIMATED WEEKS	ESTIMATED TOTAL
Senior Scientist	Hour	\$75	2	5	2	\$1,500
Project Scientist/ Manager	Hour	\$63	10	2	2	\$2,520
Field Tech II	Hour	\$42	12	6	2	\$6,048
Field Tech I	Hour	\$40	24	6	2	\$11,520
Secretary	Hour	\$29	2	5	2	\$580
PID	Day	\$5	1	6	2	\$60
Trackhoe 2	Day	\$550	2	6	2	\$13,200
Per Diem	Night	\$60	3	7	2	\$2,520
Pick-up Truck	Day	\$50	2	6	2	\$1,200
Mileage	Mile	\$0.25	75	6	2	\$225
ESTIMATED TOTAL FOR BACKFILLING/SITE RESTORATION						\$39,373

COST SUMMARY FOR REMEDIAL ACTIONS AT THE GOODWIN TREATING PLANT SITE	
ESTIMATED TOTAL FOR MOBILIZATION / DEMOBILIZATION	\$8,245.50
ESTIMATED TOTAL FOR COMPLETING ON SITE WORK	\$165,819
ESTIMATED TOTAL FOR OFF SITE HYDROCARBON SOIL TRANSPORT & DISPOSAL	\$10,000
ESTIMATED TOTAL FOR BIOPILE SET-UP COSTS (INCLUDES FIRST WATERING)	\$45,000
ESTIMATED TOTAL FOR OPERATION AND MAINTENANCE OF BIOPILE PER EVENT	\$12,000
ESTIMATED COSTS FOR REMOVAL AND DISPOSAL OF HEATER-TREATERS	\$3,266.25
ESTIMATED TOTAL FOR BACKFILLING/SITE RESTORATION	\$39,373
Estimated Project Total (Pending O&M of Biopile)	\$283,703.75

- Project cost will vary pending options or combinations of options chosen along with other factors such as backfill, actual time required to excavate materials, amount of



clean backfill required, manure required, amount available and treatment times. Additionally, limited available on site land area may impact project costs due to area requirements for remedial options.

ASSUMPTIONS AND CLARIFICATIONS

1. AMEC assumes that the New Mexico "One Call" system will identify all active gas, electric and other utility lines located within the project area. AMEC will not be responsible for damage to any lines that are not properly identified or marked.
2. Costs have not been included for construction and removal of fencing to increase the work area to accommodate remedial activities.
3. This proposal shall become part of the contract for services to be provided.
4. AMEC will initiate this project upon written notice to proceed, referencing purchase agreement number 000-805-09-17658 between the State of New Mexico and AMEC, and also referencing AMEC Proposal No. PF01-1123.
5. AMEC assumes that any and all of these materials associated with this project are RCRA exempt oilfield wastes that can be transported to an OCD approved facility for recycling or disposal. AMEC assumes no liability associated with the ultimate fate of any materials associated with this project.
6. AMEC assumes that no regulated Naturally Occurring Radioactive Materials (NORM) are located on site.
7. In AMEC's State of New Mexico Price Agreement, AMEC agreed to provide turnkey soil disposal services at \$110.00 per barrel. AMEC agrees to provide services to the State of New Mexico at the contract per barrel price or lower for this project. For the purposes of this proposal AMEC has presented remediation of soil on a cubic yard basis. AMEC assumes that a barrel equals 42 gallons and that 5 barrels equals one cubic yard. AMEC reserves the right to negotiate different rates with the OCD other than those presented within this proposal if the quantity of 15,000 cubic yards of soil excavated is more or less.
8. The OCD will provide authorized access to the site for AMEC.
9. There are no construction specifications for compacting backfill soil or for installation of clay liner(s).
10. AMEC will not take ownership of special or hazardous waste that may be encountered during the course of this project.
11. AMEC assumes all work can be performed in Level D personal protective equipment (i.e., hard hat, steel-toed boots, and safety glasses).
12. Unit rate cost estimates are based on the volume of soils anticipated for remediation. Project cost will vary pending volume of soil removed or remediated, options or combinations of options chosen along with other factors such as backfill, actual time required to excavate materials, amount of clean backfill required, manure required,



amount available and treatment times. Additionally, limited available on site land area may impact project costs due to area requirements for remedial options.

13. Measurement for payment should include a survey of the site by a professional surveyor to determine site elevations prior to excavation of hydrocarbon-impacted soils treated on site. After excavation is completed, a survey should be performed to determine the amount of soil excavated for on site treatment in biopiles. Excavated materials treated on site will include a multiplier of 1.3 to accommodate for expansion of soil that will be handled treatment. This multiplier will be used in calculating payment for total volume of hydrocarbon-impacted soils treated on site. Costs have not been included professional surveying.
14. Measurement for payment will be determined by the truckload for hydrocarbon-impacted soils transported off site.
15. Costs presented in this proposal do not include applicable taxes.

AMEC appreciates the opportunity to provide this cost estimate to the OCD for the environmental remediation of the Goodwin Treating Plant. Please call Don Fernald at (888) 840-2472 or Bob Wilcox at (800) 279-0950 if you need additional information, or if we can be of further assistance.

Sincerely,
AMEC EARTH & ENVIRONMENTAL, INC.

A handwritten signature in black ink, appearing to read "Don Fernald", written over a horizontal line.

Don Fernald
Program Manager



FAX

To **Martyne Kielling**
Company **EMNRD-OC**
Fax **(505) 476-3462**

From **Don Fernald**
Direct Tel **505-327-7928**
Fax **505-326-5721**
E-Mail **don.ferald@amec.com**
Pages **7 (Inc. this page)**
Date **December 3, 2001**
cc

Subject Goodwin

Hi Martyne,

Please see the attached cost estimate/proposal for the Goodwin site. Call me if you have any questions. I'll call in the next day or so to discuss and confirm a meeting time with you in Santa Fe during the week of December 17th.

Sincerely,

Don Fernald
AMEC Earth & Environmental
2060 Afton Place
Farmington, NM 87401
Ph: 505-327-7928
Fx: 505-326-5721
Cell: 505-320-9670
don.ferald@amec.com

C:\MyFiles\Fax-Don.doc

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This fax message is confidential. If you are not the intended recipient please notify us by telephone as soon as possible and either return the message by post or destroy it. If you are not the intended recipient, any use by you of its contents is prohibited.



November 29, 2001
AMEC Proposal No. PF01-1123

Ms. Martyne Kieling
New Mexico Oil Conservation Division
1220 S. Saint Frances
Santa Fe, New Mexico 87505

RE: Cost Estimate for the Environmental Remediation of the Goodwin Treating Plant

Dear Ms. Kieling:

AMEC (AMEC Earth & Environmental) is pleased to submit this cost estimate for the Cleanup and Environmental Remediation of the Goodwin Treating Plant located in Lea County, west of Hobbs, New Mexico.

AMEC proposes to complete this project in accordance with purchase agreement number 000-805-09-17658 between the State of New Mexico and AMEC formerly AGRA Earth and Environmental, Inc. This project will also be performed in accordance to the pricing and scope of work presented herein.

REQUESTED SCOPE OF WORK

On November 27, 2001, Ms. Martyne Kieling with the State of New Mexico, Energy Minerals and Natural Resources Department, Oil Conservation Division (OCD) requested a cost estimate for the following Scope of Work.

1. Removal of two treaters /separators and associated piping and equipment. Items must be sent to an OCD-approved disposal facility and must be disposed of in accordance with the rules of the OCD;
2. Removal of the tank bottom pile from the pit in the northwest corner of the facility. Tank bottom material must be sent to an OCD-approved landfarm for reclamation;
3. Removal or dilution with existing clean soil, and spreading on site for land farming of contaminated soil from the former tank footprint locations. Contaminated soil removed must be sent to an OCD-approved land farm for reclamation.
4. Removal or onsite dilution and land farming of soil from the site will be determined after Item 2 is completed.
5. Dilution and land farming will include the addition of manure from a local dairy or feedlot source, the addition of water if precipitation is poor, and tilling every two weeks for 6 months.
6. Tilling may not be approved by the OCD until spring when the activity of the microbes is optimal.

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2080 Afton Place
Farmington, New Mexico, USA
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Fax 1+505-326-5721

www.amec.com



7. Back haul clean soil from the landfarm facility. The amount to be back hauled will be determined by the existing volume of clean fill currently at the facility and the volume of contaminated soil excavated and removed from the facility.
8. Take confirmatory samples within the excavations and send to OCD contracted laboratory.
9. Install a clay barrier within the excavations if determined appropriate by the OCD.
10. Back fill excavations with clean fill material when the OCD-approved clean up criteria have been met.
11. Provide written weekly updates once fieldwork begins regarding work performed, volumes of material removed, volumes of material hauled in and overall costs. Up dates will be submitted monthly during the land farming phase.
12. Prepare and submit a Phase III report. The report must include the work completed by the Phase III remediation and recommendations for any further remediation activity

AMEC's PROPOSED SCOPE OF WORK

AMEC's approach for this project will include comprehensive project management, planning, investigation and remedial operations. AMEC realizes that actual project costs can vary greatly depending on the thoroughness of initial project planning and continued active management. AMEC will assign an experienced project manager, Bob Wilcox and a Field Supervisor, Morgan Killion along with an experienced crew who have completed numerous projects similar in scope. Work will be completed on a time and materials, unit rate basis as outlined within this proposal. The following is a summary of the Scope of Work proposed by AMEC for completion of this project.

1. AMEC will remove the two treaters/separators and associated piping and equipment at the site. AMEC assumes that these items do not contain crude oil or water, other than in small residual amounts. The treaters/separators will be sent to an OCD-approved facility (Controlled Recovery, Inc.) for disposal as cleaning is not feasible.
2. AMEC will remove the tank bottom pile from the pit in the northwest corner of the facility. Tank bottom material will be sent to an OCD-approved landfarm (J&L Landfarms) for reclamation.
3. AMEC will excavate hydrocarbon-impacted soils around the former tank footprint locations. The hydrocarbon-impacted soils will be solidified with clean soil if needed to accommodate transport to the OCD-approved landfarm.
4. Options for remediation of remaining hydrocarbon-impacted soil remaining on site will be discussed during the kick-off meeting and during the completion of Item 2.
5. AMEC proposes an alternative to off-site reclamation at an OCD-approved landfarm or on-site land farming. AMEC recommends considering construction of biopiles. Briefly, biopiles would consists of placing the hydrocarbon impacted soils into long, high piles, mixed with manure, and have slotted PVC piping installed within the piles to accommodate air/gas exchange. The biopiles can be covered with plastic to maintain optimal moisture levels and retain heat. The actual construction



specifications for such a system can vary from basic and low-cost to the more elaborate and higher priced. The operation and maintenance of such a system would cost less than land farming and would require less space. AMEC can provide additional information and a design for these options upon request.

6. If on-site land farming is the chosen option, then addition of manure from a local dairy or feedlot source, the addition of water if needed, and tilling bi-monthly for 6 months will be performed.
7. Tilling of the landfarm will be initiated when weather is warm to stimulate biodegradation.
8. AMEC will transport clean backfill soil to the site as needed to fill excavated areas after the OCD-approved clean up criteria have been met.
9. AMEC will conduct sampling of soil at the site to monitor clean up activities. Soil samples will be transported to an OCD-approved laboratory.
10. AMEC will install a clay liner, if determined appropriate by the OCD.
11. AMEC will provide written weekly updates once fieldwork begins regarding work performed, volumes of material removed, volumes of material hauled in and overall costs. Up dates will be submitted monthly during the on site land farming or biopile phase.
12. AMEC will prepare and submit a Phase III report. The report will include the work completed by the Phase III remediation and recommendations for any further remediation activity. The Phase III report will be prepared and reviewed under AMEC internal peer review policy.

PROJECT APPROACH

AMEC will develop a comprehensive project plan prior to initiating any on-site activities. This plan is summarized as follows:

- a) AMEC will designate an experienced project manager who has experience completing similar projects (Bob Wilcox).
- b) AMEC will complete a detailed project plan for submittal to the OCD representative(s). AMEC will review the project plan and costs with OCD representative(s) prior to initiating on-site activities.
- c) AMEC's project manager, site supervisor, and representative(s) of the OCD will initiate this project with a "Kick-Off" meeting, which will be attended.
- d) Project documentation will consist of daily field notes, health and safety meeting records/documentation, chain-of-custody documentation, soil sampling data, laboratory results, field screening test results, and site maps.
- e) In the event that unforeseen conditions or out-of-scope costs are encountered during the project, AMEC will notify the OCD immediately. Unforeseen conditions will be discussed and negotiated with the OCD prior to taking additional actions.
- f) Project communication is essential. AMEC will provide a weekly report summarizing the activities of the prior week. Additionally, AMEC's on-site

Billiny



personnel will have access to mobile phones throughout the project. AMEC will present the OCD with a contact sheet listing AMEC's key personnel for this project during the Kick-Off Meeting.

- g) AMEC's number one requirement is to ensure that the project is performed safely. Any AMEC employee has the right to stop the project if they believe that safety is being compromised. AMEC will develop a project-specific health and safety plan. All AMEC personnel and site visitors will be briefed and familiar with the site-specific health and safety plan.
- h) Manifesting of Project Materials - Various materials including soil, tanks, vessels, piping and other related equipment will be removed from the site. Additionally, soil will be delivered to the site for back filling excavations. Each load of materials will be manifested by AMEC to document the volume of materials removed or delivered to the site. The manifest will include the following:

Material transported	Nature of Material
Date and time of manifest	Transporter Name and Signature
OCD authorization to transport	Material origination and destination
Volume (cubic yard or barrel) or weight of material	

AMEC and the transporter will determine the amount or volume of each load. The OCD may wish to verify the amount of each load during the execution of the manifest. AMEC will require the OCD to sign each manifest. AMEC will not be responsible or liable for the ultimate fate of any materials removed from the site. All material removed to the site will be transported to OCD-approved facilities.

COST ESTIMATE

AMEC estimates costs to complete this project for the ODC on a turnkey basis listed as follows:

ITEM	UNIT	ESTIMATED UNITS	PRICE PER UNIT	ESTIMATED COSTS
1. Mobilization/Demobilization	1	1	\$8,000.00	\$8,000
2. Removal of Separators	1	1	\$3,400.00	\$3,400
3. Northwest soil pile removal to OCD-approved landfarm	Cubic Yard	500	\$20.00	\$10,000
4. Removal of Remaining Soil to OCD-approved landfarm	Cubic Yard	15,000	\$19.00	\$285,000
5. On site Landfarming	Cubic Yard	15,000	\$8.75	\$131,250
6. On site Biopiles	Cubic Yard	15,000	\$6.00	\$90,000
7. Clean Backfill Soil	Cubic Yard	15,000	\$12.25	\$183,750
8. AMEC costs for completing on site work	Week	6	\$25,000.00	\$150,000

*Cell 18th Bob Wilcox.
 mid 10:00 Morgan Wilcox*



Estimated Project Cost for items: 1, 2, 3, 4, 7 & 8	1	1	1	\$640,150
Estimated Project Cost for items: 1, 2, 3, 4, 5 & 8	1	1	1	\$301,400
Estimated Project Cost for items: 1, 2, 3, 4, 6 & 8	1	1	1	\$261,400

- Project cost will vary pending options or combinations of options chosen along with other factors such as backfill, actual time required to excavate materials, amount of clean backfill required, manure required, amount available and treatment times. Additionally, limited available on site land area may impact project costs due to area requirements for remedial options.

ASSUMPTIONS AND CLARIFICATIONS

1. AMEC assumes that the New Mexico "One Call" system will identify all active gas, electric and other utility lines located within the project area. AMEC will not be responsible for damage to any lines that are not properly identified or marked.
2. This proposal shall become part of the contract for services to be provided.
3. AMEC assumes that any and all of these materials associated with this project are RCRA exempt oilfield wastes that can be transported to an OCD approved facility for recycling or disposal. AMEC assumes no liability associated with the ultimate fate of any materials associated with this project.
4. AMEC assumes that no regulated Naturally Occurring Radioactive Materials (NORM) are located on site.
5. AMEC assumes that a barrel equals 42 gallons and that 5 barrels equals once cubic yard. In AMEC's State of New Mexico Price Agreement, AMEC agreed to provide turnkey soil disposal services at \$110.00 per barrel. AMEC agrees to provide services to the State of New Mexico at the contract per barrel price or lower for this project. AMEC assumes that a barrel equals 42 gallons and that 5 barrels equals one cubic yard.
6. The OCD will provide authorized access to the site for AMEC.
7. There are no requirements for compacting backfill soil or for installation of clay liner(s).
8. AMEC will not take ownership of special or hazardous waste that may be encountered during the course of this project.
9. AMEC assumes all work can be performed in Level D personal protective equipment (i.e., hard hat, steel-toed boots, and safety glasses).
10. Unit rate cost estimates are based on the volume of soils anticipated for remediation. Project cost will vary pending volume of soil removed or remediated, options or combinations of options chosen along with other factors such as backfill, actual time required to excavate materials, amount of clean backfill required, manure required,



amount available and treatment times. Additionally, limited available on site land area may impact project costs due to area requirements for remedial options.
11. Costs presented in this proposal do not include applicable taxes.

AMEC appreciates the opportunity to provide this cost estimate to the OCD for the environmental remediation of the Goodwin Treating Plant. Please call Don Fernald at (888) 840-2472 or Bob Wilcox at (800) 279-0950 if you need additional information, or if we can be of further assistance.

Sincerely,
AMEC EARTH & ENVIRONMENTAL, INC.

A handwritten signature in black ink, appearing to read "Don Fernald", written over a horizontal line.

Don Fernald
Program Manager



FAX

To **Martyne Kieling**
Company **EMNRD-OCD**
Fax **(505) 476-3462**

From **Don Fernald**
Direct Tel **505-327-7928**
Fax **505-326-5721**
E-Mail **don.fernald@amec.com**
Pages **7 (Inc. this page)**
Date **December 3, 2001**
cc

Subject Goodwin

Hi Martyne,

Please see the attached cost estimate/proposal for the Goodwin site. Call me if you have any questions. I'll call in the next day or so to discuss and confirm a meeting time with you in Santa Fe during the week of December 17th.

Sincerely,

Don Fernald
AMEC Earth & Environmental
2060 Afton Place
Farmington, NM 87401
Ph: 505-327-7928
Fx: 505-326-5721
Cell: 505-320-9670
don.fernald@amec.com

C:\MyFiles\Fax-Don.doc

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November 29, 2001
AMEC Proposal No. PF01-1123

Ms. Martyne Kieling
New Mexico Oil Conservation Division
1220 S. Saint Frances
Santa Fe, New Mexico 87505

RE: Cost Estimate for the Environmental Remediation of the Goodwin Treating Plant

Dear Ms. Kieling:

AMEC (AMEC Earth & Environmental) is pleased to submit this cost estimate for the Cleanup and Environmental Remediation of the Goodwin Treating Plant located in Lea County, west of Hobbs, New Mexico.

AMEC proposes to complete this project in accordance with purchase agreement number 000-805-09-17658 between the State of New Mexico and AMEC formerly AGRA Earth and Environmental, Inc. This project will also be performed in accordance to the pricing and scope of work presented herein.

REQUESTED SCOPE OF WORK

On November 27, 2001, Ms. Martyne Kieling with the State of New Mexico, Energy Minerals and Natural Resources Department, Oil Conservation Division (OCD) requested a cost estimate for the following Scope of Work.

1. Removal of two treaters /separators and associated piping and equipment. Items must be sent to an OCD-approved disposal facility and must be disposed of in accordance with the rules of the OCD;
2. Removal of the tank bottom pile from the pit in the northwest corner of the facility. Tank bottom material must be sent to an OCD-approved landfarm for reclamation;
3. Removal or dilution with existing clean soil, and spreading on site for land farming of contaminated soil from the former tank footprint locations. Contaminated soil removed must be sent to an OCD-approved land farm for reclamation.
4. Removal or onsite dilution and land farming of soil from the site will be determined after Item 2 is completed.
5. Dilution and land farming will include the addition of manure from a local dairy or feedlot source, the addition of water if precipitation is poor, and tilling every two weeks for 6 months.
6. Tilling may not be approved by the OCD until spring when the activity of the microbes is optimal.

AMEC Earth & Environmental, Inc.
2060 Aron Place
Farmington, New Mexico, USA
Tel 1+505-327-7928
Fax 1+505-320-5721

www.amec.com



7. Back haul clean soil from the landfarm facility. The amount to be back hauled will be determined by the existing volume of clean fill currently at the facility and the volume of contaminated soil excavated and removed from the facility.
8. Take confirmatory samples within the excavations and send to OCD contracted laboratory.
9. Install a clay barrier within the excavations if determined appropriate by the OCD.
10. Back fill excavations with clean fill material when the OCD-approved clean up criteria have been met.
11. Provide written weekly updates once fieldwork begins regarding work performed, volumes of material removed, volumes of material hauled in and overall costs. Up dates will be submitted monthly during the land farming phase.
12. Prepare and submit a Phase III report. The report must include the work completed by the Phase III remediation and recommendations for any further remediation activity

AMEC's PROPOSED SCOPE OF WORK

AMEC's approach for this project will include comprehensive project management, planning, investigation and remedial operations. AMEC realizes that actual project costs can vary greatly depending on the thoroughness of initial project planning and continued active management. AMEC will assign an experienced project manager, Bob Wilcox and a Field Supervisor, Morgan Killion along with an experienced crew who have completed numerous projects similar in scope. Work will be completed on a time and materials, unit rate basis as outlined within this proposal. The following is a summary of the Scope of Work proposed by AMEC for completion of this project.

1. AMEC will remove the two treaters/separators and associated piping and equipment at the site. AMEC assumes that these items do not contain crude oil or water, other than in small residual amounts. The treaters/separators will be sent to an OCD-approved facility (Controlled Recovery, Inc.) for disposal as cleaning is not feasible.
2. AMEC will remove the tank bottom pile from the pit in the northwest corner of the facility. Tank bottom material will be sent to an OCD-approved landfarm (J&L Landfarms) for reclamation.
3. AMEC will excavate hydrocarbon-impacted soils around the former tank footprint locations. The hydrocarbon-impacted soils will be solidified with clean soil if needed to accommodate transport to the OCD-approved landfarm.
4. Options for remediation of remaining hydrocarbon-impacted soil remaining on site will be discussed during the kick-off meeting and during the completion of Item 2.
5. AMEC proposes an alternative to off-site reclamation at an OCD-approved landfarm or on-site land farming. AMEC recommends considering construction of biopiles. Briefly, biopiles would consists of placing the hydrocarbon impacted soils into long, high piles, mixed with manure, and have slotted PVC piping installed within the piles to accommodate air/gas exchange. The biopiles can be covered with plastic to maintain optimal moisture levels and retain heat. The actual construction



specifications for such a system can vary from basic and low-cost to the more elaborate and higher priced. The operation and maintenance of such a system would cost less than land farming and would require less space. AMEC can provide additional information and a design for these options upon request.

6. If on-site land farming is the chosen option, then addition of manure from a local dairy or feedlot source, the addition of water if needed, and tilling bi-monthly for 6 months will be performed.
7. Tilling of the landfarm will be initiated when weather is warm to stimulate biodegradation.
8. AMEC will transport clean backfill soil to the site as needed to fill excavated areas after the OCD-approved clean up criteria have been met.
9. AMEC will conduct sampling of soil at the site to monitor clean up activities. Soil samples will be transported to an OCD-approved laboratory.
10. AMEC will install a clay liner, if determined appropriate by the OCD.
11. AMEC will provide written weekly updates once fieldwork begins regarding work performed, volumes of material removed, volumes of material hauled in and overall costs. Up dates will be submitted monthly during the on site land farming or biopile phase.
12. AMEC will prepare and submit a Phase III report. The report will include the work completed by the Phase III remediation and recommendations for any further remediation activity. The Phase III report will be prepared and reviewed under AMEC internal peer review policy.

PROJECT APPROACH

AMEC will develop a comprehensive project plan prior to initiating any on-site activities. This plan is summarized as follows:

- a) AMEC will designate an experienced project manager who has experience completing similar projects (Bob Wilcox).
- b) AMEC will complete a detailed project plan for submittal to the OCD representative(s). AMEC will review the project plan and costs with OCD representative(s) prior to initiating on-site activities.
- c) AMEC's project manager, site supervisor, and representative(s) of the OCD will initiate this project with a "Kick-Off" meeting, which will be attended.
- d) Project documentation will consist of daily field notes, health and safety meeting records/documentation, chain-of-custody documentation, soil sampling data, laboratory results, field screening test results, and site maps.
- e) In the event that unforeseen conditions or out-of-scope costs are encountered during the project, AMEC will notify the OCD immediately. Unforeseen conditions will be discussed and negotiated with the OCD prior to taking additional actions.
- f) Project communication is essential. AMEC will provide a weekly report summarizing the activities of the prior week. Additionally, AMEC's on-site



personnel will have access to mobile phones throughout the project. AMEC will present the OCD with a contact sheet listing AMEC's key personnel for this project during the Kick-Off Meeting.

- g) AMEC's number one requirement is to ensure that the project is performed safely. Any AMEC employee has the right to stop the project if they believe that safety is being compromised. AMEC will develop a project-specific health and safety plan. All AMEC personnel and site visitors will be briefed and familiar with the site-specific health and safety plan.
- h) Manifesting of Project Materials: All materials, including piping and other related items, will be delivered to the site and manifested by AMEC. The manifest will include the following information:
 - Material transported
 - Date and time of manifesting
 - OCD authorization to transport
 - Volume (cubic yard or tons)
 - Location of materials
 - Destination of materials
 - Mode of transport
 - Vehicle identification
 - Driver's name and license number
 - Driver's contact information
 - Driver's signature
 - Driver's date of birth
 - Driver's sex
 - Driver's height
 - Driver's weight
 - Driver's eye color
 - Driver's hair color
 - Driver's hair style
 - Driver's last known address
 - Driver's last known phone number
 - Driver's last known employer
 - Driver's last known occupation
 - Driver's last known date of employment
 - Driver's last known date of termination
 - Driver's last known date of departure
 - Driver's last known date of arrival
 - Driver's last known date of departure from the site
 - Driver's last known date of arrival at the site
 - Driver's last known date of departure from the site
 - Driver's last known date of arrival at the site

Billings

Material transported
 Date and time of manifesting
 OCD authorization to transport
 Volume (cubic yard or tons)

oil, tanks, vessels,
 Additionally, soil
 of materials will
 be removed or delivered

AMEC and the transporter
 may wish to verify the manifest.
 will require the OCD to sign the
 the ultimate fate of any materials
 will be transported to OCD

transportation

load. The OCD
 manifest. AMEC
 is not liable for
 removed to the site

COST ESTIMATE

AMEC estimates costs to complete this project for the OCD on a turnkey basis listed as follows:

ITEM	UNIT	ESTIMATED UNITS	PRICE PER UNIT	ESTIMATED COSTS
1. Mobilization/Demobilization	1	1	\$8,000.00	\$8,000
2. Removal of Separators	1	1	\$3,400.00	\$3,400
3. Northwest soil pile removal to OCD-approved landfarm	Cubic Yard	500	\$20.00	\$10,000
4. Removal of Remaining Soil to OCD-approved landfarm	Cubic Yard	15,000	\$19.00	\$285,000
5. On site Landfarming	Cubic Yard	15,000	\$8.75	\$131,250
6. On site Biopiles	Cubic Yard	15,000	\$6.00	\$90,000
7. Clean Backfill Soil	Cubic Yard	15,000	\$12.25	\$183,750
8. AMEC costs for completing on site work	Week	6	\$25,000.00	\$150,000

Cell 18th 8th Wilcox.
 mth 10:00 Morgan Wilson



Estimated Project Cost for items: 1, 2, 3, 4, 7 & 8	1	1	1	\$640,150
Estimated Project Cost for items: 1, 2, 3, 4, 5 & 8	1	1	1	\$301,400
Estimated Project Cost for items: 1, 2, 3, 4, 6 & 8	1	1	1	\$261,400

- Project cost will vary pending options or combinations of options chosen along with other factors such as backfill, actual time required to excavate materials, amount of clean backfill required, manure required, amount available and treatment times. Additionally, limited available on site land area may impact project costs due to area requirements for remedial options.

ASSUMPTIONS AND CLARIFICATIONS

1. AMEC assumes that the New Mexico "One Call" system will identify all active gas, electric and other utility lines located within the project area. AMEC will not be responsible for damage to any lines that are not properly identified or marked.
2. This proposal shall become part of the contract for services to be provided.
3. AMEC assumes that any and all of these materials associated with this project are RCRA exempt oilfield wastes that can be transported to an OCD approved facility for recycling or disposal. AMEC assumes no liability associated with the ultimate fate of any materials associated with this project.
4. AMEC assumes that no regulated Naturally Occurring Radioactive Materials (NORM) are located on site.
5. AMEC assumes that a barrel equals 42 gallons and that 5 barrels equals once cubic yard. In AMEC's State of New Mexico Price Agreement, AMEC agreed to provide turnkey soil disposal services at \$110.00 per barrel. AMEC agrees to provide services to the State of New Mexico at the contract per barrel price or lower for this project. AMEC assumes that a barrel equals 42 gallons and that 5 barrels equals one cubic yard.
6. The OCD will provide authorized access to the site for AMEC.
7. There are no requirements for compacting backfill soil or for installation of clay liner(s).
8. AMEC will not take ownership of special or hazardous waste that may be encountered during the course of this project.
9. AMEC assumes all work can be performed in Level D personal protective equipment (i.e., hard hat, steel-toed boots, and safety glasses).
10. Unit rate cost estimates are based on the volume of soils anticipated for remediation. Project cost will vary pending volume of soil removed or remediated, options or combinations of options chosen along with other factors such as backfill, actual time required to excavate materials, amount of clean backfill required, manure required,

amec

Don Fernald
Program Manager



FAX

To Martyne Kleling
Company NM OCD
Fax 505-476-3462

From Don Fernald
Direct Tel 505-327-7928
Fax 505-326-5721
E-Mail don.fernald@amec.com
Pages 10 (inc. this page)
Date
cc

Subject Goodwin

Hi Martyne,

Please see the attached proposal for Goodwin. I will be out until Friday, December 14th. Bob Wilcox and I are planning to meet with you on December 18th at 10:00 am. Please call should you have any questions.

Sincerely,

Don Fernald
AMEC Earth & Environmental
2060 Afton Place
Farmington, NM 87401
Ph: 505-327-7928
Fx: 505-326-5721
Cell: 505-320-9670
don.fernald@amec.com

C:\MyFiles\Fax-Don.doc

AMEC Earth & Environmental, Inc.
2060 Afton Place
Farmington, NM 87401
505-327-7928
Fax: 505-326-5721
www.amec.com

This fax message is confidential. If you are not the intended recipient please notify us by telephone as soon as possible and either return the message by post or destroy it. If you are not the intended recipient, any use by you of its contents is prohibited.



December 7, 2001
AMEC Proposal No. PF01-1123

Ms. Martyne Kieling
New Mexico Oil Conservation Division
1220 S. Saint Frances
Santa Fe, New Mexico 87505

**RE: Cost Estimate for the Environmental Remediation
of the Goodwin Treating Plant**

Dear Ms. Kieling:

AMEC (AMEC Earth & Environmental) is pleased to submit this cost estimate to the New Mexico Oil Conservation Division (OCD) for the Cleanup and Environmental Remediation of the Goodwin Treating Plant located in Lea County, west of Hobbs, New Mexico.

AMEC proposes to complete this project in accordance with purchase agreement number 000-805-09-17658 between the State of New Mexico and AMEC formerly AGRA Earth and Environmental, Inc. This project will also be performed in accordance to the pricing and scope of work presented herein. The scope of work is based upon information provided by Ms. Martyne Kieling with the OCD in a e-mail dated November 26, 2001 and conversations with Ms. Kieling on November 27, 2001.

AMEC'S PROPOSED SCOPE OF WORK

AMEC's approach for this project will include comprehensive project management, planning, investigation and remedial operations. AMEC realizes that actual project costs can vary greatly depending on the thoroughness of initial project planning and continued active management. AMEC will assign an experienced project manager, Bob Wilcox and a Field Supervisor, Morgan Killion along with an experienced crew who have completed numerous projects similar in scope. Work will be completed on a time and materials, unit rate basis as outlined within this proposal. The following is a summary of the Scope of Work proposed by AMEC for completion of this project.

1. AMEC will remove the two treaters/separators and associated piping and equipment at the site. AMEC assumes that these items do not contain crude oil or water, other than in small residual amounts. The treaters/separators will be sent to an OCD-approved facility (Lea Land Co.) for disposal as cleaning and subsequent recycling is not cost effective.

AMEC Earth & Environmental, Inc.
2060 Afton Place
Farmington, New Mexico, USA
Tel 1+505-327-7928
Fax 1+505-326-6721

www.amec.com



2. AMEC will remove the tank bottom pile from the pit in the northwest corner of the facility. Tank bottom material will be sent to an OCD-approved landfarm (J&L Landfarms) for remediation.
3. AMEC will excavate hydrocarbon-impacted soils around the former tank footprint locations. The hydrocarbon-impacted soils will be solidified with clean soil if needed to accommodate transport to the OCD-approved landfarm. The OCD may wish to have this material remediated on site.
4. AMEC will excavate additional hydrocarbon impacted soils located at the Goodwin Treating Plant and construct passive biopiles. The biopiles will consist of placing the hydrocarbon-impacted soils into long, high piles, mixed with manure. AMEC has provided pricing for mixing one part manure for every four parts of soil (3,750 cubic yards manure; 15,000 cubic yards of hydrocarbon-impacted soils). AMEC recommends mechanical mixing and watering of the soils every two to three weeks to expedite biodegradation of hydrocarbons. The operations and maintenance (O&M) of the biopiles may require from one to twelve site events pending biodegradation factors of constituents. Bioremediation of the hydrocarbon-impacted soils in biopiles would be expected within a six to eight month period.
5. As an option to Item 4, the OCD may choose to have AMEC install an active biopile remediation system. Construction of the biopiles would include placing the hydrocarbon-impacted soils into long, high piles, mixed with manure and water, and have slotted PVC piping installed within the piles to accommodate air/gas exchange. The biopiles would be covered with plastic to prevent evaporation of water, maintain optimal moisture levels and retain heat. O&M of this system would include monthly monitoring of the soils for hydrocarbon concentrations and moisture content. Plastic covering would be removed as needed to add water to the biopiles as needed to stimulate optimal biodegradation. Bioremediation of the hydrocarbon-impacted soils in passive biopiles would be expected within several years. Concerns for an active biopile system would include adequate air/gas exchange and maintenance and replacement of the plastic covering as degrading will occur over time.
6. AMEC will conduct sampling of soil at the site to monitor clean up activities. Soil samples will be transported to an OCD-approved laboratory. Sample transport and laboratory costs will be paid directly by the OCD.
7. AMEC will install a clay liner, if determined appropriate by the OCD in excavated areas to help prevent migration of contaminants to the groundwater.
8. AMEC will provide written weekly updates once fieldwork begins regarding work performed, volumes of material removed, volumes of material hauled in and overall costs. Updates will be submitted monthly during the on site land farming or biopile phase.
9. Upon completion of the remediation of the biopiles to hydrocarbon concentrations acceptable to the OCD, AMEC will backfill the excavated areas with the soil from the biopiles and provide site restoration services.



10. AMEC will prepare and submit a Phase III report. The report will include the work completed for the Phase III remediation and recommendations for any further remediation activity. The Phase III report will be prepared and reviewed under AMEC internal peer review policy.

PROJECT APPROACH

AMEC will develop a comprehensive project plan prior to initiating any on-site activities. This plan is summarized as follows:

- a) AMEC will designate an experienced project manager who has experience completing similar projects (Bob Wilcox).
- b) AMEC will complete a detailed project plan for submittal to the OCD representative(s). AMEC will review the project plan and costs with OCD representative(s) prior to initiating on-site activities.
- c) AMEC's project manager, site supervisor, and representative(s) of the OCD will initiate this project with a "Kick-Off" meeting, currently scheduled to be held on December 18, 2001.
- d) Project documentation will consist of daily field notes, health and safety meeting records/documentation, chain-of-custody documentation, soil sampling data, laboratory results, field screening test results, and site maps.
- e) In the event that unforeseen conditions or out-of-scope costs are encountered during the project, AMEC will notify the OCD immediately. Unforeseen conditions will be discussed and negotiated with the OCD prior to taking additional actions.
- f) Project communication is essential. AMEC will provide a weekly report summarizing the activities of the prior week. Additionally, AMEC's on-site personnel will have access to mobile phones throughout the project. AMEC will present the OCD with a contact sheet listing AMEC's key personnel for this project during the Kick-Off Meeting.
- g) AMEC's number one requirement is to ensure that the project is performed safely. Any AMEC employee has the right to stop the project if they believe that safety is being compromised. AMEC will develop a project-specific health and safety plan. All AMEC personnel and site visitors will be briefed and familiar with the site-specific health and safety plan.
- h) Manifesting of Project Materials - Various materials including soil, tanks, vessels, piping and other related equipment will be removed from the site. Additionally, soil will be delivered to the site for back filling excavations. A manifest will be prepared by AMEC to document the volume of materials removed or delivered to the site. The manifest will include the following:



Material transported	Nature of Material
Date and time of manifest	Transporter Name and Signature
OCD authorization to transport	Material origination and destination
Volume (cubic yard or barrel) or weight of material	

AMEC and the transporter will determine the amount or volume of each load. The OCD may wish to verify the amount of each load during the execution of the manifest. AMEC will require the OCD to sign each manifest. AMEC will not be responsible or liable for the ultimate fate of any materials removed from the site. All material removed to the site will be transported to OCD-approved facilities.

COST ESTIMATE

AMEC estimates costs, excluding applicable taxes to complete this project for the ODC on a turnkey basis listed as follows:

MOBILIZATION / DEMOBILIZATION				
ITEM	UNIT	PRICE PER UNIT	ESTIMATED UNITS	ESTIMATED COSTS
Project Scientist / Manager	Hour	\$63	16	\$1,008
Field Tech II	Hour	\$42	16	\$672
Field Tech I	Hour	\$40	16	\$1,920
Trackhoe 2	Day	\$550	6	\$3,300
Mileage	Mile	\$0.25	994	\$745.50
Per Diem	Night	\$60	5	\$300
Pick-up Trucks (3)	Day	\$50	6	\$300
ESTIMATED TOTAL FOR MOBILIZATION / DEMOBILIZATION				\$8,245.50



AMEC ESTIMATED COSTS FOR COMPLETING ON SITE WORK						
ITEM	UNIT	PRICE PER UNIT	ESTIMATED UNITS PER DAY	ESTIMATED DAYS PER WEEK	ESTIMATED WEEKS	ESTIMATED TOTAL
Senior Scientist	Hour	\$75	2	5	6	\$4,500
Project Scientist/Manager	Hour	\$63	10	3	6	\$11,340
Field Tech II	Hour	\$42	12	6	6	\$18,144
Field Tech I	Hour	\$40	36	6	6	\$51,840
Secretary	Hour	\$29	2	5	6	\$1,740
PID	Day	\$5	1	6	6	\$180
Trackhoe 2	Day	\$550	3	6	6	\$59,400
Per Diem	Night	\$60	5	7	6	\$12,600
Pick-up Truck(2 vehicle s??)	Day	\$50	3	6	6	\$5,400
Mileage(2 vehicle s??)	Mile	\$0.25	75 per truck??	6	6	\$675
ESTIMATED TOTAL FOR COMPLETING ON SITE WORK						\$165,819

OFF SITE HYDROCARBON SOIL TRANSPORT & DISPOSAL			
UNIT	PRICE PER UNIT	ESTIMATED UNITS	ESTIMATED COSTS
Cubic Yard	\$20	500	\$10,000
ESTIMATED TOTAL FOR OFF SITE HYDROCARBON SOIL TRANSPORT & DISPOSAL			\$10,000

BIOPILE SET-UP COSTS (INCLUDES FIRST WATERING)			
UNIT	PRICE PER UNIT	ESTIMATED UNITS	ESTIMATED COSTS
Cubic Yard	\$3.00	15,000	\$45,000
ESTIMATED TOTAL FOR BIOPILE SET-UP COSTS (INCLUDES FIRST WATERING)			\$45,000



OPERATION AND MAINTENANCE OF BIOPILE PER EVENT			
UNIT	PRICE PER UNIT	ESTIMATED UNITS	ESTIMATED COSTS
Cubic Yard	\$0.80	15,000	\$12,000
ESTIMATED TOTAL FOR OPERATION AND MAINTENANCE OF BIOPILE PER EVENT			\$12,000

ESTIMATED COSTS FOR REMOVAL AND DISPOSAL OF HEATER-TREATERS			
UNIT	PRICE PER UNIT	ESTIMATED UNITS	ESTIMATED COSTS
Subcontract Shear (at cost)	\$2,000	1	\$2,000
Trackhoe w/thumb??	\$68.75/hour	3	\$206.25
Field Tech I	\$40/hour	3	\$120
Transport (at cost - Lea Land Co.)	\$60/hour	8	\$480
Disposal (at cost - Lea Land Co.)	\$23/ton	20	\$460
ESTIMATED COSTS FOR REMOVAL AND DISPOSAL OF HEATER-TREATERS			\$3,266.25

ESTIMATED COSTS FOR PLACEMENT OF CLAY LINER (IF NEEDED)			
UNIT	PRICE PER UNIT	ESTIMATED UNITS	ESTIMATED COSTS
Cubic Yard	\$16	500	\$8,000
ESTIMATED COSTS FOR PLACEMENT OF CLAY LINER (Based on minimum of 500 cubic yards)			\$8,000



AMEC ESTIMATED COSTS FOR BACKFILLING /SITE RESTORATION						
ITEM	UNIT	PRICE PER UNIT	ESTIMATED UNITS PER DAY	ESTIMATED DAYS PER WEEK	ESTIMATED WEEKS	ESTIMATED TOTAL
Senior Scientist	Hour	\$75	2	5	2	\$1,500
Project Scientist/ Manager	Hour	\$63	10	2	2	\$2,520
Field Tech II	Hour	\$42	12	6	2	\$6,048
Field Tech I	Hour	\$40	24	6	2	\$11,520
Secretary	Hour	\$29	2	5	2	\$580
PID	Day	\$5	1	6	2	\$60
Trackhoe 2	Day	\$550	2	6	2	\$13,200
Per Diem	Night	\$60	3	7	2	\$2,520
Pick-up Truck	Day	\$50	2	6	2	\$1,200
Mileage	Mile	\$0.25	75	6	2	\$225
ESTIMATED TOTAL FOR BACKFILLING/SITE RESTORATION						\$39,373

COST SUMMARY FOR REMEDIAL ACTIONS AT THE GOODWIN TREATING PLANT SITE	
ESTIMATED TOTAL FOR MOBILIZATION / DEMOBILIZATION	\$8,245.50
ESTIMATED TOTAL FOR COMPLETING ON SITE WORK	\$165,819
ESTIMATED TOTAL FOR OFF SITE HYDROCARBON SOIL TRANSPORT & DISPOSAL	\$10,000
ESTIMATED TOTAL FOR BIOPILE SET-UP COSTS (INCLUDES FIRST WATERING)	\$45,000
ESTIMATED TOTAL FOR OPERATION AND MAINTENANCE OF BIOPILE PER EVENT	\$12,000
ESTIMATED COSTS FOR REMOVAL AND DISPOSAL OF HEATER-TREATERS	\$3,266.25
ESTIMATED TOTAL FOR BACKFILLING/SITE RESTORATION	\$39,373
Estimated Project Total (Pending O&M of Biopile)	\$283,703.75

- Project cost will vary pending options or combinations of options chosen along with other factors such as backfill, actual time required to excavate materials, amount of

ASSUMPTIONS AND CLARIFICATIONS

1. AMEC assumes that the New Mexico "One Call" system will identify all active gas, electric and other utility lines located within the project area. AMEC will not be responsible for damage to any lines that are not properly identified or marked.
2. Costs have not been included for construction and removal of fencing to increase the work area to accommodate remedial activities.
3. This proposal shall become part of the contract for services to be provided.
4. AMEC will initiate this project upon written notice to proceed, referencing purchase agreement number 000-805-09-17658 between the State of New Mexico and AMEC, and also referencing AMEC Proposal No. PF01-1123.
5. AMEC assumes that any and all of these materials associated with this project are RCRA exempt oilfield wastes that can be transported to an OCD approved facility for recycling or disposal. AMEC assumes no liability associated with the ultimate fate of any materials associated with this project.
6. AMEC assumes that no regulated Naturally Occurring Radioactive Materials (NORM) are located on site.
7. In AMEC's State of New Mexico Price Agreement, AMEC agreed to provide turnkey soil disposal services at \$110.00 per barrel. AMEC agrees to provide services to the State of New Mexico at the contract per barrel price or lower for this project. For the purposes of this proposal AMEC has presented remediation of soil on a cubic yard basis. AMEC assumes that a barrel equals 42 gallons and that 5 barrels equals one cubic yard. AMEC reserves the right to negotiate different rates with the OCD other than those presented within this proposal if the quantity of 15,000 cubic yards of soil excavated is more or less.
8. The OCD will provide authorized access to the site for AMEC.
9. There are no construction specifications for compacting backfill soil or for installation of clay liner(s).
10. AMEC will not take ownership of special or hazardous waste that may be encountered during the course of this project.
11. AMEC assumes all work can be performed in Level D personal protective equipment (i.e., hard hat, steel-toed boots, and safety glasses).
12. Unit rate cost estimates are based on the volume of soils anticipated for remediation. Project cost will vary pending volume of soil removed or remediated, options or combinations of options chosen along with other factors such as backfill, actual time required to excavate materials, amount of clean backfill required, manure required.



amount available and treatment times. Additionally, limited available on site land area may impact project costs due to area requirements for remedial options.

13. Measurement for payment should include a survey of the site by a professional surveyor to determine site elevations prior to excavation of hydrocarbon-impacted soils treated on site. After excavation is completed, a survey should be performed to determine the amount of soil excavated for on site treatment in biopiles. Excavated materials treated on site will include a multiplier of 1.3 to accommodate for expansion of soil that will be handled treatment. This multiplier will be used in calculating payment for total volume of hydrocarbon-impacted soils treated on site. Costs have not been included professional surveying.
14. Measurement for payment will be determined by the truckload for hydrocarbon-impacted soils transported off site.
15. Costs presented in this proposal do not include applicable taxes.

AMEC appreciates the opportunity to provide this cost estimate to the OCD for the environmental remediation of the Goodwin Treating Plant. Please call Don Fernald at (888) 840-2472 or Bob Wilcox at (800) 279-0950 if you need additional information, or if we can be of further assistance.

Sincerely,
AMEC EARTH & ENVIRONMENTAL, INC.

A handwritten signature in black ink, appearing to read "Don Fernald", written over a horizontal line.

Don Fernald
Program Manager

CONTAINS HAZARDOUS MATERIALS

THIS MEMORANDUM

is an acknowledgement that a bill of lading has been issued and is not the Original Bill of Lading, not a copy or duplicate, covering the property named herein, and is intended solely for filing or record.

Shipper's No. _____

(Carrier) Tripod, Inc

SCAC. _____

Carrier's No. _____

subject to the classifications and tariffs in effect on the date of this Bill of Lading:

at _____, date 6-20-02 from _____

the property described below, in apparent good order, except as noted (contents and condition of contents of packages unknown), marked, consigned, and destined as indicated below, which said company (the word company being understood throughout this contract as meaning any person or corporation in possession of the property under the contract) agrees to carry to its usual place of delivery at said destination, if on its own road or its own water line; otherwise to deliver to another carrier on the route to said destination. It is mutually agreed, as to each carrier of all or any of said property over all or any portion of said route to destination, and as to each party at any time interested in all or any of said property, that every service to be performed hereunder shall be subject to all the conditions not prohibited by law, whether printed or written, herein contained (as specified in Appendix B to Part 1035) which are hereby agreed to by the shipper and accepted for himself and his assigns.

TO: (Mail or street address of consignee for purposes of notification only.)

FROM:

Consignee LEA LAND INCShipper NM OCDStreet 1300 West Mile Marker 64 US Hwy 62 Street Goodwin Treating PlantDestination 30 miles East of Garlsbad NM Origin 7 mi West Hwy 62/180 Zip _____Route: Hobbs N.M.

Delivering Carrier _____

Trailer Initial/Number _____

U.S. DOT Hazmat Reg. Number _____

No. of packages	HM	Description of articles, special marks, and exceptions	Hazard Class	I.D. Number	Packing Group	*Weight (subject to correction)	Class or rate	Labels required (or exemption)	Check column
1		Non Hazardous NonRegulated waste			X	20'ld	X	Exempt	X
1		Non Hazardous NonRegulated waste		X	X	20'ld	X	EXEMPT	X
MANIFEST NO.									
25283									
25285									
FOR LEA LAND, INC.									
KIMMETH Slaughter									
JUNE 20, 2002									

Remit C.O.D. to:

Address:

City:

State:

Zip:

COD

AMT:

\$

Charges Advanced

\$

Subject to Section 7 of conditions, if this shipment is to be delivered to the consignee without recourse on the consignor, the consignor shall sign the following statement:
The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges.

(Signature of consignor)

C. O. D. FEE:

Prepaid ☐Collect ☐ \$

FREIGHT CHARGES

☐ Prepaid ☐ Collect

This is to certify that the above-named materials are properly classified, described, packaged, marked and labeled, and are in proper condition for transportation according to the applicable regulations of the Department of Transportation.

Per Ad Martin

PLACARDS REQUIRED

PLACARDS SUPPLIED

☐ YES ☐ NO - FURNISHED BY CARRIER
DRIVER'S SIGNATURE Ad Martin

SPECIAL INSTRUCTIONS:

PER: NM OCD

PER:

DATE: 6-20-02CARRIER: Tripod IncPER: Ad MartinDATE: 6-20-02

EMERGENCY RESPONSE

TELEPHONE NUMBER: ()

Permanent post office address of shipper _____

Monitored at all times the Hazardous Material is in transportation including storage incidental to transportation (\$172.604).

CONTAINS HAZARDOUS MATERIALS

CONTAINS HAZARDOUS MATERIALS

CONTAINS HAZARDOUS MATERIALS

CONTAINS HAZARDOUS MATERIALS

THIS MEMORANDUM

is an acknowledgement that a bill of lading has been issued and is not the Original Bill of Lading, not a copy or duplicate, covering the property named herein, and is intended solely for filing or record.

Shipper's No. _____

Shipper) Tripod Inc.

SCAC. _____

Carrier's No. _____

subject to the classifications and tariffs in effect on the date of this Bill of Lading:

at _____, date 6-20-02 from _____

the property described below, in apparent good order, except as noted (contents and condition of contents of packages unknown), marked, consigned, and destined as indicated below, which said company (the word company being understood throughout this contract as meaning any person or corporation in possession of the property under the contract) agrees to carry to its usual place of delivery at said destination, if on its own road or its own water line, otherwise to deliver to another carrier on the route to said destination. It is mutually agreed, as to each carrier of all or any of said property over all or any portion of said route to destination, and as to each party at any time interested in all or any of said property, that every service to be performed hereunder shall be subject to all the conditions not prohibited by law, whether printed or written, herein contained (as specified in Appendix B to Part 1035) which are hereby agreed to by the shipper and accepted for himself and his assigns.

TO: (Mail or street address of consignee for purposes of notification only.)

FROM:

Consignee LEA LAND IncShipper N M O C DStreet Mile mark 264 US Hwy 62/180Street Goddwin Treating PlantDestination 30 mile East of Corbhan NMOrigin 7 mile west Hwy 62/180

Route:

Hobbs NM

Delivering Carrier

Trailer Initial/Number*

U.S. DOT Hazmat Reg. Number

No. of packages	HM	Description of articles, special marks, and exceptions	Hazard Class	I.D. Number	Packing Group	*Weight (subject to correction)	Class or rate	Labels required (or exemption)	Check column
1		Non Hazardous Non Regulated waste		X	X	20 Yd	X	Exempt	X
1		NON Hazardous NON Regulated waste		X	X	20 Yd	X	Exempt	X
<p>MANIFEST NO.</p> <p>25284</p> <p>25286</p> <p>FOR LEA LAND, INC.</p> <p>KINNETH SLAUGHTER</p> <p>JUNE 20, 2002</p>									

Remit C.O.D. to:

Address:

City:

State:

Zip:

COD

AMT:

\$

Charges Advanced

\$

Subject to Section 7 of conditions, if this shipment is to be delivered to the consignee without recourse on the consignor, the consignor shall sign the following statement:

The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges.

(Signature of consignor)

C. O. D. FEE:

Prepaid ☐Collect ☐ \$

FREIGHT CHARGES

☐ Prepaid ☐ Collect

*If the shipment moves between two ports by a carrier by water, the law requires that the bill of lading shall state whether it is "carrier's or shipper's weight".

Note. - where the rate is dependent on value, shippers are required to state specifically in writing the agreed or declared value of the property.

The agreed or declared value of the property is hereby specifically stated by the shipper to be not exceeding _____ per _____

This is to certify that the above-named materials are properly classified, described, packaged, marked and labeled, and are in proper condition for transportation according to the applicable regulations of the Department of Transportation.

PLACARDS REQUIRED

PLACARDS SUPPLIED

☐ YES ☐ NO - FURNISHED BY CARRIER

DRIVER'S SIGNATURE: _____

SPECIAL INSTRUCTIONS:

PER: N M O C D

PER: _____

DATE: 6-20-02

CARRIER: _____

PER: _____

DATE: _____

EMERGENCY RESPONSE

TELEPHONE NUMBER: () _____

Permanent post office address of shipper

Monitored at all times the Hazardous Material is in transportation including storage incidental to transportation (§172.604).

CONTAINS HAZARDOUS MATERIALS

CONTAINS HAZARDOUS MATERIALS

CONTAINS HAZARDOUS MATERIALS

CONTAINS HAZARDOUS MATERIALS

THIS SHIPPING ORDER

must be legibly filled in, in Ink, in Indelible Pencil, or in
Carbon, as contained by the Agent

Shipper's No. _____

(Carrier) Albert Martinez Trucking SCAC. _____
subject to the classifications and tariffs in effect on the date of this Bill of Lading

Carrier's No. 296

at Goodwin Treating Plant, date 6-6-02 from 6-6-02

the property described below, in apparent good order, except as noted (contents and condition of contents of packages unknown), marked, consigned, and destined as indicated below, which said company (the word company being understood throughout this contract as meaning any person or corporation in possession of the property under the contract) agrees to carry to its usual place of delivery at said destination, if on its own road or its own water line, otherwise to deliver to another carrier on the route to said destination. It is mutually agreed, as to each carrier of all or any of said property over all or any portion of said route to destination, and as to each party at any time interested in all or any of said property, that every service to be performed hereunder shall be subject to all the conditions not prohibited by law, whether printed or written, herein contained (as specified in Appendix B to Part 1035) which are hereby agreed to by the shipper and accepted for himself and his assigns.

TO: (Mail or street address of consignee for purposes of notification only.)

FROM:

Consignee J & L LAND FARM, IncShipper NM OLD - Goodwin Treating PlantStreet 8301 Eunice Hwy / CR C-45Street 7 mi west of Hobbs N of Hwy 186Destination Hobbs N.M Zip 88241Origin Hobbs N.M Zip _____Route: La M. Roberts

Delivering Carrier

Trailer Initial/Number

U.S. DOT Hazmat Reg. Number

No. of packages	HM	Description of articles, special marks, and exceptions	Hazard Class	I.D. Number	Packing Group	*Weight (subject to correction)	Class or rate	Labels required (or exemption)	Check column
		<u>Exempt hydrocarbon soil</u>	<u>X</u>	<u>X</u>	<u>X</u>	<u>20yd</u>		<u>Exempt</u>	
		<u>EXEMPT HYDROCARBON SOIL</u>				<u>20yd</u>		<u>EXEMPT</u>	
		<u>EXEMPT HYDROCARBON SOIL</u>				<u>20yd</u>		<u>EXEMPT</u>	
		<u>EXEMPT HYDROCARBON SOIL</u>				<u>20yd</u>		<u>EXEMPT</u>	
		<u>EXEMPT HYDROCARBON SOIL</u>				<u>20yd</u>		<u>EXEMPT</u>	
		<u>EXEMPT HYDROCARBON SOIL</u>				<u>20yd</u>		<u>EXEMPT</u>	
		<u>EXEMPT HYDROCARBON SOIL</u>				<u>20yd</u>		<u>EXEMPT</u>	
		<u>EXEMPT HYDROCARBON SOIL</u>				<u>20yd</u>		<u>EXEMPT</u>	
		<u>EXEMPT HYDROCARBON SOIL</u>				<u>20yd</u>		<u>EXEMPT</u>	
		<u>EXEMPT HYDROCARBON SOIL</u>				<u>20yd</u>		<u>EXEMPT</u>	
		<u>EXEMPT HYDROCARBON SOIL</u>				<u>20yd</u>		<u>EXEMPT</u>	
		<u>EXEMPT HYDROCARBON SOIL</u>				<u>20yd</u>		<u>EXEMPT</u>	
		<u>EXEMPT HYDROCARBON SOIL</u>				<u>20yd</u>		<u>EXEMPT</u>	

Remit C.O.D. to:

Address:

City: _____ State: _____ Zip: _____

COD

AMT:

\$

Charges Advanced

\$

Subject to Section 7 of conditions, if this shipment is to be delivered to the consignee without recourse on the consignor, the consignor shall sign the following statement:
The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges.

C. O. D. FEE:

Prepaid ☐Collect ☐ \$

FREIGHT CHARGES

☐ Prepaid ☐ Collect

If the shipment moves between two ports by a carrier by water, the law requires that the bill of lading shall state whether it is "Carrier's or shipper's weight".
Note - where the rate is dependent on value, shippers are required to state specifically in writing the agreed or declared value of the property.
The agreed or declared value of the property is hereby specifically stated by the shipper to be not exceeding _____ per _____

This is to certify that the above-named materials are properly classified, described, packaged, marked and labeled, and are in proper condition for transportation according to the applicable regulations of the Department of Transportation.

PLACARDS REQUIRED

PLACARDS SUPPLIED

☐ YES ☐ NO - FURNISHED BY CARRIER
DRIVER'S SIGNATURE:

SPECIAL INSTRUCTIONS:

PER: NM OLDDATE: 6-6-02CARRIER: Albert Martinez TruckingPER: Albert Martinez DATE: 6-6-02

EMERGENCY RESPONSE

TELEPHONE NUMBER: ()

Permanent post office address of shipper

Monitored at all times the Hazardous Material is in transportation including storage incidental to transportation (\$172.604).

CONTAINS HAZARDOUS MATERIALS

CONTAINS HAZARDOUS MATERIALS

CONTAINS HAZARDOUS MATERIALS

is an acknowledgement that a bill of lading has been issued and is not the Original Bill of Lading, not a copy or duplicate, covering the party named herein, and is intended solely for filing or record.

Carrier's No.

(Carrier) Albert Martinez Trucking SCAC.

at _____, date 6-6-02 from 6-6-02

the property described below, in apparent good order, except as noted (contents and condition of contents of packages unknown), marked, consigned, and destined as indicated below, which said company (the word company being understood throughout this contract as meaning any person or corporation in possession of the property under the contract) agrees to carry to its usual place of delivery at said destination, if on its own road- or its own water line, otherwise to deliver to another carrier on the route to said destination. It is mutually agreed, as to each carrier of all or any of said property over all or any portion of said route to destination, and as to each party at any time interested in all or any of said property, that every service to be performed hereunder shall be subject to all the conditions not prohibited by law, whether printed or written, herein contained (as specified in Appendix B to Part 1035) which are hereby agreed to by the shipper and accepted for himself and his assigns.

TO: (Mail or street address of consignee for purposes of notification only.)

FROM:

Consignee *AMEC*

Shipper Albert martinez Trucking

Street Goodwin Treating Plant

Street 311 South 3rd

Destination Hobbs NM, Zip

Origin Livingston NM Zip 88266

Route:

Delivering Carrier

Trailer Initial/Number

U.S. DOT Hazmat Reg. Number

[illegible]

Remit C.O.D. to:

Address:

City: _____ State: _____ Zip: _____

COD

AMT:

\$

Charges Advanced

\$

Subject to Section 7 of conditions, if this shipment is to be delivered to the consignee without recourse on the consignor, the consignor shall sign the following statement:

The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges.

C. O. D. FEE:	
----------------------	--

Prepaid ☐

Collect ☐ \$

FREIGHT CHARGES

☐ Prepaid ☐ Collect

* If the shipment moves between two ports by a carrier by water, the law requires that the bill of lading shall state whether it is "carrier's or shipper's weight".
Note. - where the rate is dependent on value, shippers are required to state specifically in writing the agreed or declared value of the property.
The agreed or declared value of the property is hereby
specifically stated by the shipper to be not exceeding _____ per _____

This is to certify that the above-named materials are properly classified, described, packaged, marked and labeled, and are in proper condition for transportation according to the applicable regulations of the Department of Transportation.

Per

ADDITIONAL INSTRUCTIONS:

ER: Albert. Martinez

DATE: 10-6-02

CARRIER: Albert Martinez Trucking

PER: A. (Coyne) Fawcett DATE: 6-6-01

EMERGENCY RESPONSE

TELEPHONE NUMBER: _____

Permanent post office address of shipper

Monitored at all times the Hazardous Material is in transportation including storage incidental to transportation (\$172.604).

CONTAINS HAZARDOUS MATERIALS

CONTAINS HAZARDOUS MATERIALS

THIS SHIPPING ORDER

must be legibly filled in, in Ink, in Indelible Pencil, or in
Carbon, as contained by the Agent

Shipper's No. _____

(Carrier) Albert Martinez Trucking SCAC. _____

Carrier's No. _____

subject to the classifications and tariffs in effect on the date of this Bill of Lading:

at _____, date 6-6-02 from 6-6-02

the property described below, in apparent good order, except as noted (contents and condition of contents of packages unknown), marked, consigned, and destined as indicated below, which said company (the word company being understood throughout this contract as meaning any person or corporation in possession of the property under the contract) agrees to carry to its usual place of delivery at said destination, if on its own road or its own water line, otherwise to deliver to another carrier on the route to said destination. It is mutually agreed, as to each carrier of all or any of said property over all or any portion of said route to destination, and as to each party at any time interested in all or any of said property, that every service to be performed hereunder shall be subject to all the conditions not prohibited by law, whether printed or written, herein contained (as specified in Appendix B to Part 1035) which are hereby agreed to by the shipper and accepted for himself and his assigns.

TO: (Mail or street address of consignee for purposes of notification only.)

FROM:

Consignee A M E CShipper Albert Martinez TruckingStreet Goodwin Treating PlantStreet 311 South 3rdDestination Hobbs NM Zip 88240Origin Louington NM Zip 88260

Route:

Delivering Carrier

Trailer Initial/Number

U.S. DOT Hazmat Reg. Number

No. of packages	HM	Description of articles, special marks, and exceptions	Hazard Class	I.D. Number	Packing Group	*Weight (subject to correction)	Class or rate	Labels required (or exemption)	Check column
		<u>Manure</u>	<u>X</u>	<u>X</u>	<u>X</u>	<u>20yd</u>		<u>Exempt</u>	
		<u>manure</u>	<u>X</u>	<u>X</u>	<u>X</u>	<u>20yd</u>		<u>Exempt</u>	
		<u>Manure</u>	<u>X</u>	<u>X</u>	<u>X</u>	<u>20yd</u>		<u>Exempt</u>	
		<u>Manure</u>	<u>X</u>	<u>X</u>	<u>X</u>	<u>20yd</u>		<u>Exempt</u>	
		<u>Manure</u>	<u>X</u>	<u>X</u>	<u>X</u>	<u>20yd</u>		<u>Exempt</u>	
		<u>Manure</u>	<u>X</u>	<u>X</u>	<u>X</u>	<u>20yd</u>		<u>Exempt</u>	
		<u>Manure</u>	<u>X</u>	<u>X</u>	<u>X</u>	<u>20yd</u>		<u>Exempt</u>	
		<u>Manure</u>	<u>X</u>	<u>X</u>	<u>X</u>	<u>20yd</u>		<u>Exempt</u>	

Remit C.O.D. to:

Address:

City:

State:

Zip:

COD

AMT:

\$

Charges Advanced

\$

Subject to Section 7 of conditions, if this shipment is to be delivered to the consignee without recourse on the consignor, the consignor shall sign the following statement:
The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges.

(Signature of consignor)

C. O. D. FEE:

Prepaid ☐Collect ☐ \$

FREIGHT CHARGES

☐ Prepaid ☐ Collect

*If the shipment moves between two ports by a carrier by water, the law requires that the bill of lading shall state whether it is "carrier's or shipper's weight".
Note: - where the rate is dependent on value, shippers are required to state specifically in writing the agreed or declared value of the property.
The agreed or declared value of the property is hereby specifically stated by the shipper to be not exceeding _____ per _____

This is to certify that the above-named materials are properly classified, described, packaged, marked and labeled, and are in proper condition for transportation according to the applicable regulations of the Department of Transportation.

Per _____

PLACARDS
REQUIREDPLACARDS
SUPPLIED

☐ YES ☐ NO - FURNISHED BY CARRIER
DRIVER'S SIGNATURE:

SPECIAL INSTRUCTIONS:

PER: Albert Martinez

DATE: _____

CARRIER: Albert Martinez TruckingPER: John G. Gorman DATE: 6-6-02

EMERGENCY RESPONSE

TELEPHONE NUMBER: () _____

Permanent post office address of shipper

Monitored at all times the Hazardous Material is in transportation including storage incidental to transportation (\$172.604).

CONTAINS HAZARDOUS MATERIALS

CONTAINS HAZARDOUS MATERIALS

CONTAINS HAZARDOUS MATERIALS

must be legibly filled in, in Ink, in Indelible Pencil, or in Carbon, retained by the Agent

(Carrier) Albert Martinez Trucking SCAC.

Carrier's No. _____

and, subject to the classifications and tariffs in effect on the date of this Bill of Lading,

at _____ date 6-6-02 from 6-6-02

the property described below, in apparent good order, except as noted (contents and condition of contents of packages unknown), marked, consigned, and destined as indicated below, which said company (the word company being understood throughout this contract as meaning any person or corporation in possession of the property under the contract) agrees to carry to its usual place of delivery at said destination, if on its own road or its own water line, otherwise to deliver to another carrier on the route to said destination. It is mutually agreed, as to each carrier of all or any of said property over all or any portion of said route to destination, and as to each party at any time interested in all or any of said property, that every service to be performed hereunder shall be subject to all the conditions not prohibited by law, whether printed or written, herein contained (as specified in Appendix B to Part 1035) which are hereby agreed to by the shipper and accepted for himself and his assigns.

TO: (Mail or street address of consignee for purposes of notification only.)

FROM:

Consignee *AMEC*

Shipper ALBERT MARTINEZ TRUCKING

Street Goodwin Treating Plant

Street 311 South 3rd

Destination Hobbs Nm Zip 88401

Origin LOVINGTON nm Zip 88260

Route:

Delivering Carrier

Trailer Initial/Number

U.S. DOT Hazmat Reg. Number

No. of packages	HM	Description of articles, special marks, and exceptions	Hazard Class	I.D. Number	Packing Group	*Weight (subject to regulation)	Class or rate	Labels required (or exemption)	Check column
--------------------	----	--	-----------------	----------------	------------------	--	------------------	-----------------------------------	-----------------

CONTAINS HAZARDOUS MATERIALS

Remit C.O.D. to:

Address:

City: _____ State: _____ Zip: _____

COD

AMT:

\$

Charges Advanced

\$

Subject to Section 7 of conditions, if this shipment is to be delivered to the consignee without recourse on the consignor, the consignor shall sign the following statement:

The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges.

C. O. D. FEE:

Prenaid ☐Collect: ☐ \$**FREIGHT CHARGES**☐ Prepaid ☐ Collect

This is to certify that the above-named materials are properly classified, described, packaged, marked and labeled, and are in proper condition for transportation according to the applicable regulations of the Department of Transportation.

PLACARDS REQUIRED

**PLACARDS
SUPPLIED**

☐ YES ☐ NO - FURNISHED BY CARRIER
DRIVER'S SIGNATURE:

SPECIAL INSTRUCTIONS:

PER:

PER: _____ DATE: _____

CARRIER

PER:

DATE: 6-6-82

EMERGENCY RESPONSE

TELEPHONE NUMBER: ()

Permanent post office address of shipper

Monitored at all times the Hazardous Material is in transportation including storage incidental to transportation (\$172.604).

CONTAINS HAZARDOUS MATERIALS

must be legibly filled in, in Ink, in Indelible Pencil, or in Carbon, retained by the Agent

(Carrier) Albert Martinez Trucking SCAC.

Carrier's No. _____

at _____, date 6-6-02 from 6-6-02

the property described below, in apparent good order, except as noted (contents and condition of contents of packages unknown), marked, consigned, and destined as indicated below, which said company (the word company being understood throughout this contract as meaning any person or corporation in possession of the property under the contract) agrees to carry to its usual place of delivery at said destination, if on its own road or its own water line, otherwise to deliver to another carrier on the route to said destination. It is mutually agreed, as to each carrier of all or any of said property over all or any portion of said route to destination, and as to each party at any time interested in all or any of said property, that every service to be performed hereunder shall be subject to all the conditions not prohibited by law, whether printed or written, herein contained (as specified in Appendix B to Part 1035) which are hereby agreed to by the shipper and accepted for himself and his assigns.

TO: (Mail or street address of consignee for purposes of notification only.)

FROM:

Consignee *AMEC*

Shipper Albert Martinez Trucking

Street Goodwin Treating Plant

Street 311 SOUTH 3RD

Destination Hobbs N.M. Zip

Origin Losington, NM Zip 88260

Route:

Delivering Carrier

Trailer Initial/Number

U.S. DOT Hazmat Reg. Number

[illegible]

Remit C.O.D. to:

Address:

City: _____ State: _____ Zip: _____

COD

AMT:

\$

Charges Advanced

\$

Subject to Section 7 of conditions, if this shipment is to be delivered to the consignee without recourse on the consignor, the consignor shall sign the following statement:

The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges.

C. O. D. FEE:

Prepaid ☐

Collect ☐ \$

FREIGHT CHARGES

☐ Prepaid ☐ Collect

(Signature of consignor)

☐ YES ☐ NO - FURNISHED BY CARRIER

DRIVER'S SIGNATURE:

"If the shipment moves between two ports by a carrier by water, the law requires that the bill of lading shall state whether it is "carrier's or shipper's weight".
Note. - where the rate is dependent on value, shippers are required to state specifically in writing the agreed or declared value of the property.
The agreed or declared value of the property is hereby
specifically stated by the shipper to be not exceeding _____ per _____

This is to certify that the above-named materials are properly classified, described, packaged, marked and labeled, and are in proper condition for transportation according to the applicable regulations of the Department of Transportation.

PLACARDS REQUIRED

**PLACARDS
SUPPLIED**

☐ YES ☐ NO - FURNISHED BY CARRIER
DRIVER'S SIGNATURE:

SPECIAL INSTRUCTIONS:

PER: Albert Martinez

DATE: 6-6-02

CARRIER Albert Martinez Trucking

PER Edward M. [Signature] DATE: 6-6-04

EMERGENCY RESPONSE

TELEPHONE NUMBER: ()

Permanent post office address of shipper

Monitored at all times the Hazardous Material is in transportation including storage incidental to transportation (\$172.604).

CONTAINS HAZARDOUS MATERIALS

must be legibly filled in, in Ink, in Indelible Pencil, or in
Carbon retained by the Agent

Carrier's No. 96

(Carrier) Albert Martinez Trucking (SEK)

at _____, date _____ from _____

the property described below, in apparent good order, except as noted (contents and condition of contents of packages unknown), marked, consigned, and destined as indicated below, which said company (the word company being understood throughout this contract as meaning any person or corporation in possession of the property under the contract) agrees to carry to its usual place of delivery at said destination, if on its own road or its own water line, otherwise to deliver to another carrier on the route to said destination. It is mutually agreed, as to each carrier of all or any of said property over all or any portion of said route to destination, and as to each party at any time interested in all or any of said property, that every service to be performed hereunder shall be subject to all the conditions not prohibited by law, whether printed or written, herein contained (as specified in Appendix B to Part 1035) which are hereby agreed to by the shipper and accepted for himself and his assigns.

TO: (Mail or street address of consignee for purposes of notification only.)

FROM:

Consignee AMEC

Shipper: Albert Martinez Trucking

Street Goodwin Treating Plant

Street 311 South 3rd

Destination Hobbs N.M. Zip

Origin Livingston NM Zip 88260

Route:

Delivering Carrier

Trailer Initial/Number

U.S. DOT Hazmat Reg. Number

[illegible]

Remit C.O.D. to:

Address:

City: _____ State: _____ Zip: _____

COD

AMT:

\$

Charges Advanced

\$

Subject to Section 7 of conditions, if this shipment is to be delivered to the consignee without recourse on the consignor, the consignor shall sign the following statement:

The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges.

C. O. D. FEE:

Prepaid ☐

Collect ☐ \$

FREIGHT CHARGES	
Freight	_____
Insurance	_____
Warehouse	_____
Other	_____
Total	_____

☐ Prepaid ☐ Collect

*If the shipment moves between two ports by a carrier by water, the law requires that the bill of lading shall state whether it is "carrier's or shipper's weight".
Note. - where the rate is dependent on value, shippers are required to state specifically in writing the agreed or declared value of the property.
The agreed or declared value of the property is hereby
specifically stated by the shipper to be not exceeding _____ per _____

This is to certify that the above-named materials are properly classified, described, packaged, marked and labeled, and are in proper condition for transportation according to the applicable regulations of the Department of Transportation.

PLACARDS REQUIRED

**PLACARDS
SUPPLIED**

☐ YES ☐ NO - FURNISHED BY CARRIER
DRIVER'S SIGNATURE:

SPECIAL INSTRUCTIONS:

PER:

DATE: _____

CARRIER: Albert Martinez Trucking

PER: [Signature] DATE: 6-7-02

EMERGENCY RESPONSE

TELEPHONE NUMBER: ()

Permanent post office address of shipper

Monitored at all times the Hazardous Material is in transportation including storage incidental to transportation (\$172,604)

CONTAINS HAZARDOUS MATERIALS

must be legibly filled in, in ink, in Indelible Pencil, or in Carbon retained by the Agent

Carrier's No.

(Carrier) Albert Martinez Trucking SCAC.
 subject to the classifications and tariffs in effect on the date of this Bill of Lading: 9

subject to the classifications and tariffs in effect on the date of this Bill of Lading:

at _____, date 6-7-02 from 6-7-02

the property described below, in apparent good order, except as noted (contents and condition of contents of packages unknown), marked, consigned, and destined as indicated below, which said company (the word company being understood throughout this contract as meaning any person or corporation in possession of the property under the contract) agrees to carry to its usual place of delivery at said destination, if on its own road or its own water line, otherwise to deliver to another carrier on the route to said destination. It is mutually agreed, as to each carrier of all or any of said property over all or any portion of said route to destination, and as to each party at any time interested in all or any of said property, that every service to be performed hereunder shall be subject to all the conditions not prohibited by law, whether printed or written, herein contained (as specified in Appendix B to Part 1035) which are hereby agreed to by the shipper and accepted for himself and his assigns.

TO: (Mail or street address of consignee for purposes of notification only.)

FROM:

Consignee *AMEC*

Shipper Albert Martinez Trucking

Street Goodwin Treating Plant.

Street 311 South 3rd

Destination Hobbs NM Zip

Origin Lovington NM Zip 88260

Route:

Delivering Carrier

Trailer Initial/Number

U.S. DOT Hazmat Reg. Number

No. of packages	HM	Description of articles, special marks, and exceptions	Hazard Class	I.D. Number	Packing Group	*Weight (subject to correction)	Class or rate	Labels required (or exemption)	Check column
1		Manure	X	X	X	20yds	X	Exempt	
1		Manure	V	x	y	20yd		Exempt	
1		MAnure	x	x	x	20yd		Exempt	
1		MANURE	X	X	y	20yds		EXEMPT	
1		MANURE	X	X	X	20 yds		EXEMPT	
1		MANURE	x	x	y	20 yds		EXEMPT	
1		MANURE	x	x	y	20 yds		EXEMPT	
1		MANURE	X	X	X	20 yds		EXEMPT	
1		MANURE	X	X	X	20 yds		EXEMPT	
1		MANURE	X	X	X	20 yds		EXEMPT	
1		MANURE	X	X	X	20 yds		EXEMPT	
1		manure O I D ERIOF	X	X	X	20 yds		EXEMPT	

Remit C.O.D. to:

Address:

City: _____ State: _____ Zip: _____

COD

AMT:

\$

Charges Advanced

\$

Subject to Section 7 of conditions, if this shipment is to be delivered to the consignee without recourse on the consignor, the consignor shall sign the following statement:

The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges.

C. O. D. FEE:

Prepaid ☐

Collect ☐ \$

FREIGHT CHARGES

☐ Prepaid ☐ Collect

* If the shipment moves between two ports by a carrier by water, the law requires that the bill of lading shall state whether it is "carrier's or shipper's weight".
 Note. - where the rate is dependent on value, shippers are required to state specifically in writing the agreed or declared value of the property.
 The agreed or declared value of the property is hereby
 specifically stated by the shipper to be not exceeding _____ per _____

This is to certify that the above-named materials are properly classified, described, packaged, marked and labeled, and are in proper condition for transportation according to the applicable regulations of the Department of Transportation.

PLACARDS REQUIRED

**PLACARDS
SUPPLIED**

☐ YES ☐ NO - FURNISHED BY CARRIER
DRIVER'S SIGNATURE:

SPECIAL INSTRUCTIONS:**OPER:**

DATE: _____

CARRIER: Albert Martinez Trucking

PER: Lonnie Maldonado DATE: 6.67.62

EMERGENCY RESPONSE

TELEPHONE NUMBER: ()

Permanent post office address of shipper

Monitored at all times the Hazardous Material is in transportation including storage incidental to transportation (\$172.604)

CONTAINS HAZARDOUS MATERIALS

CONTAINS HAZARDOUS MATERIALS

THIS SHIPPING ORDER

must be legibly filled in, in Ink, in Indelible Pencil, or in
Carbon ☐ retained by the Agent

Shipper's No. _____

(Carrier) Albert Martinez Trucking SCAC. _____

Carrier's No. _____

subject to the classifications and tariffs in effect on the date of this Bill of Lading:

at _____, date 6-7-02 from 6-7-02

the property described below, in apparent good order, except as noted (contents and condition of contents of packages unknown), marked, consigned, and destined as indicated below, which said company (the word company being understood throughout this contract as meaning any person or corporation in possession of the property under the contract) agrees to carry to its usual place of delivery at said destination, if on its own road or its own water line, otherwise to deliver to another carrier on the route to said destination. It is mutually agreed, as to each carrier of all or any of said property over all or any portion of said route to destination, and as to each party at any time interested in all or any of said property, that every service to be performed hereunder shall be subject to all the conditions not prohibited by law, whether printed or written, herein contained (as specified in Appendix B to Part 1035) which are hereby agreed to by the shipper and accepted for himself and his assigns.

TO: (Mail or street address of consignee for purposes of notification only.)

FROM:

Consignee AmecShipper Albert Martinez TruckingStreet Goodwin Treating PlantStreet 311 South 3rdDestination Hobbs NM Zip 88240Origin Lovington NM Zip 88260

Route:

Delivering Carrier

Trailer Initial Number 93

U.S. DOT Hazmat Reg. Number

No. of packages	HM	Description of articles, special marks, and exceptions	Hazard Class	I.D. Number	Packing Group	*Weight (subject to correction)	Class or rate	Labels required (or exemption)	Check column
1		manure	X	X	X	20yd	X	Exempt	
1		MANURE	X	X	X	20yd	X	Exempt	
1		MANURE	X	X	X	20yd	X	Exempt	
1		MANURE	X	X	X	20yd	X	Exempt	
1		MANURE	X	X	X	20yd	X	Exempt	
1		MANURE	X	X	X	20yd	X	Exempt	
1		MANURE	X	X	X	20yd	X	Exempt	
1		MANURE	X	X	X	20yd	X	Exempt	
1		MANURE	X	X	X	20yd	X	Exempt	
1		MANURE	X	X	X	20yd	X	Exempt	
1		MANURE	X	X	X	20yd	X	Exempt	

Remit C.O.D. to:

Address:

City:

State:

Zip:

COD

AMT:

\$

Charges Advanced

\$

Subject to Section 7 of conditions, if this shipment is to be delivered to the consignee without recourse on the consignor, the consignor shall sign the following statement:
The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges.

(Signature of consignor)

C. O. D. FEE:

Prepaid ☐Collect ☐ \$

FREIGHT CHARGES

☐ Prepaid ☐ Collect

*If the shipment moves between two ports by a carrier by water, the law requires that the bill of lading shall state whether it is "carrier's or shipper's weight".
Note: - where the rate is dependent on value, shippers are required to state specifically in writing the agreed or declared value of the property.
The agreed or declared value of the property is hereby specifically stated by the shipper to be not exceeding _____ per _____

This is to certify that the above-named materials are properly classified, described, packaged, marked and labeled, and are in proper condition for transportation according to the applicable regulations of the Department of Transportation.

Per _____

PLACARDS
REQUIREDPLACARDS
SUPPLIED☐ YES☐ NO - FURNISHED BY CARRIER

DRIVER'S SIGNATURE:

SPECIAL INSTRUCTIONS:

PER:

DATE:

CARRIER:

PER:

DATE:

EMERGENCY RESPONSE

TELEPHONE NUMBER: ()

Permanent post office address of shipper

Monitored at all times the Hazardous Material is in transportation including storage incidental to transportation (§172.604).

CONTAINS HAZARDOUS MATERIALS

CONTAINS HAZARDOUS MATERIALS

CONTAINS HAZARDOUS MATERIALS

must be legibly filled in, in Ink, in Indelible Pencil, or in
Carbon retained by the Agent

(Carrier) Albert Martinez Trucking SCAC:
and, subject to the classifications and tariffs in effect on the date of this Bill of Lading:

Carrier's No.

at _____, date 6-8-02 from 6-8-02

the property described below, in apparent good order, except as noted (contents and condition of contents of packages unknown), marked, consigned, and destined as indicated below, which said company (the word company being understood throughout this contract as meaning any person or corporation in possession of the property under the contract) agrees to carry to its usual place of delivery at said destination, if on its own road or its own water line, otherwise to deliver to another carrier on the route to said destination. It is mutually agreed, as to each carrier of all or any of said property over all or any portion of said route to destination, and as to each party at any time interested in all or any of said property, that every service to be performed hereunder shall be subject to all the conditions not prohibited by law, whether printed or written, herein contained (as specified in Appendix B to Part 1035) which are hereby agreed to by the shipper and accepted for himself and his assigns.

TO: (Mail or street address of consignee for purposes of notification only.)

FROM:

Consignee *Hmcc*

Shipper Albert Martinez Trucking

Street Goodwin Treating Plant

Street 3/1 South 3rd

Destination Hobbs N. M. Zip 88240

Origin Lovington N.M Zip 88260

Route:

Delivering Carrier

Trailer Initial/Number

96

U.S. DOT Hazmat Reg. Number

[illegible]

Remit C.O.D. to:

Address:

City: _____ State: _____ Zip: _____

COD

AMT:

\$

Charges Advanced

\$

Subject to Section 7 of conditions, if this shipment is to be delivered to the consignee without recourse on the consignor, the consignor shall sign the following statement:

The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges.

C. O. D. FEE:Prepaid ☐

Collect ☐ \$

FREIGHT CHARGES	
Freight	1.00
Insurance	0.00
Warehouse	0.00
Handling	0.00
Other	0.00
Total Freight Charges	1.00

☐ Prepaid ☐ Collect

This is to certify that the above-named materials are properly classified, described, packaged, marked and labeled, and are in proper condition for transportation according to the applicable regulations of the Department of Transportation.

PLACARDS REQUIRED

**PLACARDS
SUPPLIED**

☐ YES ☐ NO - FURNISHED BY CARRIER
DRIVER'S SIGNATURE:

SPECIAL INSTRUCTIONS:

PER:

DATE:

CARRIER Albert Martinez Trucking

PER: Charles F. ...

DATE: 8-8-02

EMERGENCY RESPONSE

TELEPHONE NUMBER: ()

Permanent post office address of shipper

Monitored at all times the Hazardous Material is in transportation including storage incidental to transportation (\$172.604).

CONTAINS HAZARDOUS MATERIALS

THIS SHIPPING ORDER

must be legibly filled in, in Ink, in Indelible Pencil, or in
Carbon, retained by the Agent

Shipper's No. _____

(Carrier) Albert Martinez Trucking SCAC: _____

Carrier's No. _____

subject to the classifications and tariffs in effect on the date of this Bill of Lading.

at _____, date 6-8-02 from 6-8-02

the property described below, in apparent good order, except as noted (contents and condition of contents of packages unknown), marked, consigned, and destined as indicated below, which said company (the word company being understood throughout this contract as meaning any person or corporation in possession of the property under the contract) agrees to carry to its usual place of delivery at said destination, if on its own road or its own water line, otherwise to deliver to another carrier on the route to said destination. It is mutually agreed, as to each carrier of all or any of said property over all or any portion of said route to destination, and as to each party at any time interested in all or any of said property, that every service to be performed hereunder shall be subject to all the conditions not prohibited by law, whether printed or written, herein contained (as specified in Appendix B to Part 1035) which are hereby agreed to by the shipper and accepted for himself and his assigns.

TO: (Mail or street address of consignee for purposes of notification only.)

FROM:

Consignee AMECShipper Albert Martinez TruckingStreet Goodwin Treating PlantStreet 311 South 3rdDestination Hobbs N.M. Zip 88240Origin Lovington NM Zip 88260

Route:

Delivering Carrier

Trailer Initial/Number

02

U.S. DOT Hazmat Reg. Number.

No. of packages	HM	Description of articles, special marks, and exceptions	Hazard Class	I.D. Number	Packing Group	*Weight (subject to correction)	Class or rate	Labels required (or exemption)	Check column
1		Manure	X	X	X	20yd	X	Exempt	
1		Manure	X	X	X	20yd	X	Exempt	
1		Manure	X	X	X	20yd	X	Exempt	
1		Manure	X	X	X	20yd	X	Exempt	
1		Manure	X	X	X	20yd	X	Exempt	
1		Manure	X	X	X	20yd	X	Exempt	
1		Manure	X	X	X	20yd	X	Exempt	
1		Manure	X	X	X	20yd	X	Exempt	
✓		Manure	X	X	X	20yd	X	Exempt	
✓		Manure	X	X	X	20yd	X	Exempt	

Remit C.O.D. to:

Address:

City:

State:

Zip:

COD

AMT:

\$

Charges Advanced

\$

Subject to Section 7 of conditions, if this shipment is to be delivered to the consignee without recourse on the consignor, the consignor shall sign the following statement:
The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges.

(Signature of consignor)

C. O. D. FEE:

Prepaid ☐Collect ☐ \$

FREIGHT CHARGES

☐ Prepaid ☐ Collect

This is to certify that the above-named materials are properly classified, described, packaged, marked and labeled, and are in proper condition for transportation according to the applicable regulations of the Department of Transportation.

Per _____

PLACARDS
REQUIREDPLACARDS
SUPPLIED☐ YES☐ NO - FURNISHED BY CARRIER
DRIVER'S SIGNATURE:

SPECIAL INSTRUCTIONS:

PER: _____

DATE: _____

CARRIER: Albert Martinez TruckingPER: Albert MartinezDATE: 6-8-02

EMERGENCY RESPONSE

TELEPHONE NUMBER: ()

Permanent post office address of shipper

Monitored at all times the Hazardous Material is in transportation including storage incidental to transportation (\$172.604).

CONTAINS HAZARDOUS MATERIALS

THIS SHIPPING ORDER

must be legibly filled in, in Ink, in Indelible Pencil, or in
Carbon ☐ retained by the Agent

Shipper's No. _____

(Carrier) Albert Martinez Trucking SCAC. _____

Carrier's No. _____

subject to the classifications and tariffs in effect on the date of this Bill of Lading:

at _____, date 8-8-02 from 8-8-02

the property described below, in apparent good order, except as noted (contents and condition of contents of packages unknown), marked, consigned, and destined as indicated below, which said company (the word company being understood throughout this contract as meaning any person or corporation in possession of the property under the contract) agrees to carry to its usual place of delivery at said destination, if on its own road or its own water line, otherwise to deliver to another carrier on the route to said destination. It is mutually agreed, as to each carrier of all or any of said property over all or any portion of said route to destination, and as to each party at any time interested in all or any of said property, that every service to be performed hereunder shall be subject to all the conditions not prohibited by law, whether printed or written, herein contained (as specified in Appendix B to Part 1035) which are hereby agreed to by the shipper and accepted for himself and his assigns.

TO: (Mail or street address of consignee for purposes of notification only.)

FROM:

Consignee AMECShipper Albert Martinez TruckingStreet Goodwin Treating Plant.Street 311 South 3rdDestination Hobbs NM Zip _____Origin Lovington NM Zip 88260

Route:

Delivering Carrier

Trailer Initial Number 93

U.S. DOT Hazmat Reg. Number

No. of packages	HM	Description of articles, special marks, and exceptions	Hazard Class	I.D. Number	Packing Group	*Weight (subject to correction)	Class or rate	Labels required (or exemption)	Check column
1		Manure	X	X	X	20yd	X	Exempt	
		MANURE	X	X	X	20yd	X	Exempt	
		MANURE	X	X	X	20yd	X	Exempt	
		MANURE	X	X	X	20yd	X	Exempt	
		MANURE	X	X	X	20yd	X	Exempt	
		MANURE	X	X	X	20yd	X	Exempt	
		MANURE	X	X	X	20yd	X	Exempt	
		MANURE	X	X	X	20yd	X	Exempt	
		MANURE	X	X	X	20yd	X	Exempt	
		MANURE	X	X	X	20yd	X	Exempt	

Remit C.O.D. to:

Address:

City:

State:

Zip:

COD

AMT:

\$

Charges Advanced

\$

Subject to Section 7 of conditions, if this shipment is to be delivered to the consignee without recourse on the consignor, the consignor shall sign the following statement:
The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges.

(Signature of consignor)

C. O. D. FEE:

Prepaid ☐Collect ☐ \$

FREIGHT CHARGES

☐ Prepaid ☐ Collect

*If the shipment moves between two ports by a carrier by water, the law requires that the bill of lading shall state whether it is "carrier's or shipper's weight".
Note: - where the rate is dependent on value, shippers are required to state specifically in writing the agreed or declared value of the property.
The agreed or declared value of the property is hereby specifically stated by the shipper to be not exceeding _____ per _____

This is to certify that the above-named materials are properly classified, described, packaged, marked and labeled, and are in proper condition for transportation according to the applicable regulations of the Department of Transportation.

Per _____

PLACARDS
REQUIREDPLACARDS
SUPPLIED☐ YES☐ NO - FURNISHED BY CARRIER

DRIVER'S SIGNATURE:

SPECIAL INSTRUCTIONS:

PER: _____

DATE: _____

CARRIER: Albert Martinez TruckingPER: Albert MartinezDATE: 8-8-02

EMERGENCY RESPONSE

TELEPHONE NUMBER: () _____

Permanent post office address of shipper

Monitored at all times the Hazardous Material is in transportation including storage incidental to transportation (\$172.604).

CONTAINS HAZARDOUS MATERIALS

CONTAINS HAZARDOUS MATERIALS

CONTAINS HAZARDOUS MATERIALS

CONTAINS HAZARDOUS MATERIALS

THIS SHIPPING ORDER

must be legibly filled in, in Ink, in Indelible Pencil, or in
Carbon retained by the Agent

Shipper's No. _____

(Carrier) Albert Martinez Trucking SCAC. _____

Carrier's No. _____

ed, subject to the classifications and tariffs in effect on the date of this Bill of Lading:

at _____, date 6-8-02 from 6-8-02

the property described below, in apparent good order, except as noted (contents and condition of contents of packages unknown), marked, consigned, and destined as indicated below, which said company (the word company being understood throughout this contract as meaning any person or corporation in possession of the property under the contract) agrees to carry to its usual place of delivery at said destination, if on its own road or its own water line, otherwise to deliver to another carrier on the route to said destination. It is mutually agreed, as to each carrier of all or any of said property over all or any portion of said route to destination, and as to each party at any time interested in all or any of said property, that every service to be performed hereunder shall be subject to all the conditions not prohibited by law, whether printed or written, herein contained (as specified in Appendix B to Part 1035) which are hereby agreed to by the shipper and accepted for himself and his assigns.

TO: (Mail or street address of consignee for purposes of notification only.)

FROM:

Consignee AMECShipper Albert Martinez TruckingStreet Goodwin Treating PlantStreet 311 south 3rdDestination Hobbs N.M. Zip _____Origin Lovington N.M. Zip 88260

Route: _____

Delivering Carrier _____

Trailer Initial/Number
03

U.S. DOT Hazmat Reg. Number _____

No. of packages	HM	Description of articles, special marks, and exceptions	Hazard Class	I.D. Number	Packing Group	*Weight (subject to correction)	Class or rate	Labels required (or exemption)	Check column
<u>1</u>		<u>Manure</u>	<u>X</u>	<u>X</u>	<u>X</u>	<u>20yd</u>	<u>X</u>	<u>Exempt</u>	<u>X</u>
<u>1</u>		<u>MANURE</u>	<u>X</u>	<u>X</u>	<u>X</u>	<u>20yds</u>	<u>X</u>	<u>EXEMPT</u>	<u>X</u>
<u>1</u>		<u>MAURE</u>	<u>X</u>	<u>X</u>	<u>X</u>	<u>20yds</u>	<u>X</u>	<u>Exempt</u>	<u>X</u>
<u>1</u>		<u>MANURE</u>	<u>X</u>	<u>X</u>	<u>X</u>	<u>20yds</u>	<u>X</u>	<u>EXEMPT</u>	<u>X</u>
<u>1</u>		<u>MANURE</u>	<u>X</u>	<u>X</u>	<u>X</u>	<u>20yds</u>	<u>X</u>	<u>EXEMPT</u>	<u>X</u>
<u>1</u>		<u>MANURE</u>	<u>X</u>	<u>X</u>	<u>X</u>	<u>20yds</u>	<u>X</u>	<u>EXEMPT</u>	<u>X</u>
<u>1</u>		<u>MANURE</u>	<u>X</u>	<u>X</u>	<u>X</u>	<u>20yds</u>	<u>X</u>	<u>EXEMPT</u>	<u>X</u>
<u>1</u>		<u>MANURE</u>	<u>X</u>	<u>X</u>	<u>X</u>	<u>20yds</u>	<u>X</u>	<u>EXEMPT</u>	<u>X</u>
<u>1</u>		<u>MANURE</u>	<u>X</u>	<u>X</u>	<u>X</u>	<u>20yds</u>	<u>X</u>	<u>EXEMPT</u>	<u>X</u>
<u>1</u>		<u>MANURE</u>	<u>X</u>	<u>X</u>	<u>X</u>	<u>20yds</u>	<u>X</u>	<u>EXEMPT</u>	<u>X</u>
<u>1</u>		<u>MANURE</u>	<u>X</u>	<u>X</u>	<u>X</u>	<u>20yds</u>	<u>X</u>	<u>EXEMPT</u>	<u>X</u>
<u>1</u>		<u>MANURE</u>	<u>X</u>	<u>X</u>	<u>X</u>	<u>20yds</u>	<u>X</u>	<u>EXEMPT</u>	<u>X</u>

Remit C.O.D. to:

Address: _____

City: _____

State: _____

Zip: _____

COD

AMT: _____

\$

Charges Advanced

\$

Subject to Section 7 of conditions, if this shipment is to be delivered to the consignee without recourse on the consignor, the consignor shall sign the following statement:
The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges.

(Signature of consignor)

C. O. D. FEE:

Prepaid ☐Collect ☐ \$

FREIGHT CHARGES

☐ Prepaid ☐ Collect

*If the shipment moves between two ports by a carrier by water, the law requires that the bill of lading shall state whether it is "carrier's or shipper's weight".
Note: - where the rate is dependent on value, shippers are required to state specifically in writing the agreed or declared value of the property.
The agreed or declared value of the property is hereby specifically stated by the shipper to be not exceeding _____ per _____

This is to certify that the above-named materials are properly classified, described, packaged, marked and labeled, and are in proper condition for transportation according to the applicable regulations of the Department of Transportation.

Per _____

PLACARDS
REQUIREDPLACARDS
SUPPLIED
☐ YES ☐ NO - FURNISHED BY CARRIER
DRIVER'S SIGNATURE: _____

SPECIAL INSTRUCTIONS:

PER: _____

DATE: _____

CARRIER: Albert Martinez Trucking
PER: Lannie Maldonado DATE: 6-08-02

EMERGENCY RESPONSE

TELEPHONE NUMBER: () _____

Permanent post office address of shipper _____

Monitored at all times the Hazardous Material is in transportation including storage incidental to transportation (\$172.604).

CONTAINS HAZARDOUS MATERIALS

CONTAINS HAZARDOUS MATERIALS

CONTAINS HAZARDOUS MATERIALS

must be legibly filled in, in Ink, in Indelible Pencil, or in
Carbon retained by the Agent

Carrier's No.

(Carrier) Albert Martinez Trucking SCAC.
subject to the classifications and tariffs in effect on the date of this Bill of Lading

at _____, date 6-10-02 from _____

the property described below, in apparent good order, except as noted (contents and condition of contents of packages unknown), marked, consigned, and destined as indicated below, which said company (the word company being understood throughout this contract as meaning any person or corporation in possession of the property under the contract) agrees to carry to its usual place of delivery at said destination, if on its own road or its own water line, otherwise to deliver to another carrier on the route to said destination. It is mutually agreed, as to each carrier of all or any of said property over all or any portion of said route to destination, and as to each party at any time interested in all or any of said property, that every service to be performed hereunder shall be subject to all the conditions not prohibited by law, whether printed or written herein contained (as specified in Appendix B to Part 1035) which are hereby agreed to by the shipper and accepted for himself and his assigns.

TO: (Mail or street address of consignee for purposes of notification only.)

FROM:

Consignee *Am EC*

Shipper Albert Martinez Trucking

Street Goodwin Treating 1/ont

Street 311 South 3rd

Destination Hobbs N.M. Zip 88401

Origin Lovington N.M. Zip

Route:

Delivering Carrier

Trailer Initial/Number

93

U.S. DOT Hazmat Reg. Number

CONTAINS HAZARDOUS MATERIALS

Remit C.O.D. to:

Address:

City: State: Zip:

COD

AMT:

\$

Charges Advanced

\$

Subject to Section 7 of conditions, if this shipment is to be delivered to the consignee without recourse on the consignor, the consignor shall sign the following statement:

The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges.

C. O. D. FEE:

Prepaid ☐Collect ☐ S**FREIGHT CHARGES**☐ Prepaid ☐ Collect

(Signature of consignor)

☐ YES ☐ NO - FURNISHED BY CARRIER
DRIVER'S SIGNATURE:

The agreed or declared value of the property is hereby specifically stated by the shipper to be not exceeding _____ per _____.

This is to certify that the above-named materials are properly classified, described, packaged, marked, and labeled, and are in proper condition for transportation according to the applicable regulations of the Department of Transportation.

ADDITIONAL INSTRUCTIONS:

PER:

PER: _____ DATE: _____

CARRIER: Albert Martinez Trucking

PER: John A. Murt DATE: 6-10-82

EMERGENCY RESPONSE

TELEPHONE NUMBER:

Permanent post office address of shipper

Monitored at all times the Hazardous Material is in transportation including storage incidental to transportation (\$172,604).

CONTAINS HAZARDOUS MATERIALS

must be legibly filled in, in Ink, in Indelible Pencil, or in
Carbon retained by the Agent

Carrier's No.

(Carrier) Albert Martinez Touching SCAC.
and, subject to the classifications and tariffs in effect on the date of this Bill of Lading.

at _____, date 10-04 from _____

the property described below, in apparent good order, except as noted (contents and condition of contents of packages unknown), marked, consigned, and destined as indicated below, which said company (the word company being understood throughout this contract as meaning any person or corporation in possession of the property under the contract) agrees to carry to its usual place of delivery at said destination, if on its own road or its own water line, otherwise to deliver to another carrier on the route to said destination. It is mutually agreed, as to each carrier of all or any of said property over all or any portion of said route to destination, and as to each party at any time interested in all or any of said property, that every service to be performed hereunder shall be subject to all the conditions not prohibited by law, whether printed or written, herein contained (as specified in Appendix B to Part 1035) which are hereby agreed to by the shipper and accepted for himself and his assigns.

TO: (Mail or street address of consignee for purposes of notification only.)

FROM:

Consignee *AMEC*

Shipper Albert Martinez Trucking

Street Goodwin Treating Plant

Street 311 South 3rd

Destination Hobbs N. M. Zip 88301

Origin Lexington N.M. Zip 88540

Route:

Delivering Carrier

Trailer Initial/Number

03

U.S. DOT Hazmat Reg. Number

[illegible]

Remit C.O.D. to:

Address:

City: _____ State: _____ Zip: _____

COD

AMT:

\$

Charges Advanced	
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94	94
95	95
96	96
97	97
98	98
99	99
100	100

\$

Subject to Section 7 of conditions, if this shipment is to be delivered to the consignee without recourse on the consignor, the consignor shall sign the following statement:

The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges.

C. O. D. FEE:

Prepaid ☐

Collect ☐ \$

FREIGHT CHARGES☐ Prepaid ☐ Collect

(Signature of consignor)

☐ YES ☐ NO - FURNISHED BY CARRIER
DRIVER'S SIGNATURE:

SPECIAL INSTRUCTIONS:

PER:

DATE:

CARRIER: Albert Martinez Trucking
PER: Alonso Pardo DATE: 6-10-02

EMERGENCY RESPONSE

TELEPHONE NUMBER:

Permanent post office address of shipper

Monitored at all times the Hazardous Material is in transportation including storage incidental to transportation (\$172.604).

CONTAINS HAZARDOUS MATERIALS

must be legibly filled in, in Ink, in Indelible Pencil, or in
Carbon retained by the Agent

Carrier's No.

and, subject to the classifications and tariffs in effect on the date of this Bill of Lading

at _____, date _____ from _____

the property described below, in apparent good order, except as noted (contents and condition of contents of packages unknown), marked, consigned, and destined as indicated below, which said company (the word company being understood throughout this contract as meaning any person or corporation in possession of the property under the contract) agrees to carry to its usual place of delivery at said destination, if on its own road or its own water line, otherwise to deliver to another carrier on the route to said destination. It is mutually agreed, as to each carrier of all or any of said property over all or any portion of said route to destination, and as to each party at any time interested in all or any of said property, that every service to be performed hereunder shall be subject to all the conditions not prohibited by law, whether printed or written, herein contained (as specified in Appendix B to Part 1035) which are hereby agreed to by the shipper and accepted for himself and his assigns.

TO: (Mail or street address of consignee for purposes of notification only.)

FROM:

Consignee *AMEC*

Shipper Albert Martinez Trucking

Street Goodwin Treating Plant

Street 311 South 3rd

Destination *Hobbs N.M.* Zip

Origin Lovington N.M. Zip 88041

Route:

Delivering Carrier

Trailer Initial/Number

96

U.S. DOT Hazmat Reg. Number

[illegible]

Remit C.O.D. to:

Address:

City: _____ State: _____ Zip: _____

COD

AMT:

1.

Charges Advanced

\$

Subject to Section 7 of conditions, if this shipment is to be delivered to the consignee without recourse on the consignor, the consignor shall sign the following statement:

The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges.

(Signature of consignor)

C. O. D. FEE:Prepaid ☐Collect ☐ \$**FREIGHT CHARGES**☐ Prepaid ☐ Collect

☐ YES ☐ NO - FURNISHED BY CARRIER
DRIVER'S SIGNATURE:

SPECIAL INSTRUCTIONS:

PER:

DATE: _____

CARRIER *Albert Martinez Talking*

PER:

DATE: 6-10-02

EMERGENCY RESPONSE

TELEPHONE NUMBER: _____ (_____) _____

Permanent post office address of shipper

Monitored at all times the Hazardous Material is in transportation including storage incidental to transportation (\$172,604)

CONTAINS HAZARDOUS MATERIALS

must be legibly filled in, in Ink, in Indelible Pencil, or in Carbon retained by the Agent

(Carrier) Albert Martinez Trucking SCAC.

Carrier's No.

Carriers: None

Shipped, subject to the classifications and tariffs in effect on the date of this Bill of Lading:

at _____, date 6-11-02 from _____

the property described below, in apparent good order, except as noted (contents and condition of contents of packages unknown), marked, consigned, and destined as indicated below, which said company (the word "company" being understood throughout this contract as meaning any person or corporation in possession of the property under the contract) agrees to carry to its usual place of delivery at said destination; if on its own road or its own water line, otherwise to deliver to another carrier on the route to said destination. It is mutually agreed, as to each carrier of all or any of said property over all or any portion of said route to destination, and as to each party at any time interested in all or any of said property, that every service to be performed hereunder shall be subject to all the conditions not prohibited by law, whether printed or written, herein contained (as specified in Appendix B to Part 1035) which are hereby agreed to by the shipper and accepted for himself and his assigns.

TO: (Mail or street address of consignee for purposes of notification only.)

FROM:

Consignee: *AMEC*

Shipper Albert Martinez Trucking

Street Goodwin Treating Plant.

Street 311 South 3rd

Destination Hobbs N.M. Zip _____

Origin Lovington N.M. Zip 88041

Route:

Delivering Carrier

Trailer Initial/Number

U.S. DOT Hazmat Reg. Number

[illegible]

Remit C.O.D. to:

Address:

City: _____ State: _____ Zip: _____

COD

AMT:

\$

Charges Advanced

\$

Subject to Section 7 of conditions, if this shipment is to be delivered to the consignee without recourse on the consignor, the consignor shall sign the following statement:

The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges.

C. O. D. FEE:Prepaid ☐

Collect ☐ \$

FREIGHT CHARGES	
Freight	1.00
Insurance	0.00
Warehouse	0.00
Handling	0.00
Other	0.00
Total	1.00

☐ Prepaid ☐ Collect

The agreed or declared value of the property is hereby specifically stated by the shipper to be not exceeding _____ per _____

This is to certify that the above-named materials are properly classified, described, packaged, marked and labeled, and are in proper condition for transportation according to the applicable regulations of the Department of Transportation.

PLACARDS REQUIRED

**PLACARDS
SUPPLIED**

☐ YES ☐ NO - FURNISHED BY CARRIER
DRIVER'S SIGNATURE: _____

SPECIAL INSTRUCTIONS:

REF:

DATE:

CARRIER: Albert Martinez Trucking

PER: [Signature] DATE: 6-11-02

EMERGENCY RESPONSE

TELEPHONE NUMBER:

Permanent post office address of shipper

Monitored at all times the Hazardous Material is in transportation including storage incidental to transportation (§172.604).

CONTAINS HAZARDOUS MATERIALS

must be legibly filled in, in Ink, in Indelible Pencil, or in
Carbon retained by the Agent

(Carrier) Albert Martinez Trucking SCAC.

Carrier's No. _____

and, subject to the classifications and tariffs in effect on the date of this Bill of Lading;

at _____, date 6-11-02 from _____

the property described below, in apparent good order, except as noted (contents and condition of contents of packages unknown), marked, consigned, and destined as indicated below, which said company (the word company being understood throughout this contract as meaning any person or corporation in possession of the property under the contract) agrees to carry to its usual place of delivery at said destination, if on its own road or its own water line, otherwise to deliver to another carrier on the route to said destination. It is mutually agreed, as to each carrier of all or any of said property over all or any portion of said route to destination, and as to each party at any time interested in all or any of said property, that every service to be performed hereunder shall be subject to all the conditions not prohibited by law, whether printed or written, herein contained (as specified in Appendix B to Part 1035) which are hereby agreed to by the shipper and accepted for himself and his assigns.

TO: (Mail or street address of consignee for purposes of notification only.)

FROM:

Consignee *AMEC*

Shipper Albert Martinez Tracking

Street Goodwin Theating Plnt

Street 311 south 3rd

Destination Hobbs N. M. Zip 88240

Origin Lexington N.M. Zip

Route:

Delivering Carrier

Trailer Initial/Number

U.S. DOT Hazmat Reg. Number

[illegible]

Remit C.O.D. to:

Address:

City: _____ State: _____ Zip: _____

*If the shipment moves between two ports by a carrier by water, the law requires that the bill of lading shall state whether it is "carrier's or shipper's weight."

Note. - where the rate is dependent on value, shippers are required to state specifically in writing the agreed or declared value of the property. The agreed or declared value of the property is hereby specifically stated by the shipper to be not exceeding _____ per _____

This is to certify that the above-named materials are properly classified, described, packaged, marked and labeled, and are in proper condition for transportation according to the applicable regulations of the Department of Transportation.

Per

SPECIAL INSTRUCTIONS:

PER.

DATE:

COD

AMT:

\$

Charges Advanced

\$

Subject to Section 7 of conditions, if this shipment is to be delivered to the consignee without recourse on the consignor, the consignor shall sign the following statement:

The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges.

(Signature of consignor)

C. O. D. FEE:

Prepaid ☐

Prepaid ☐
Collect ☐ \$

FREIGHT CHARGES

☐ Prepaid ☐ Collect

<input type="checkbox"/> Prepaid	<input type="checkbox"/> Collect
NO. TWENTY-ONE	

☐ YES ☐ NO - FURNISHED BY CARRIER

DRIVER'S SIGNATURE:

PER: _____ CARRIER: Alberto Martinez Trucking
DATE: _____ PER: Alberto Martinez DATE: 6-11-82

EMERGENCY RESPONSE

TELEPHONE NUMBER:

Permanent post office address of shipper

Monitored at all times the Hazardous Material is in transportation including storage incidental to transportation (S 172.604)

CONTAINS HAZARDOUS MATERIALS

THIS SHIPPING ORDER

must be legibly filled in, in Ink, in Indelible Pencil, or in
Carbon, retained by the Agent

Shipper's No. _____

(Carrier) Albert Martinez Trucking SCAC. _____

Carrier's No. _____

subject to the classifications and tariffs in effect on the date of this Bill of Lading.

at Goodwin Treating Plant, date 6-5-02 from 6-5-02

the property described below, in apparent good order, except as noted (contents and condition of contents of packages unknown), marked, consigned, and destined as indicated below, which said company (the word company being understood throughout this contract as meaning any person or corporation in possession of the property under the contract) agrees to carry to its usual place of delivery at said destination, if on its own road or its own water line, otherwise to deliver to another carrier on the route to said destination. It is mutually agreed, as to each carrier of all or any of said property over all or any portion of said route to destination, and as to each party at any time interested in all or any of said property, that every service to be performed hereunder shall be subject to all the conditions not prohibited by law, whether printed or written, herein contained (as specified in Appendix B to Part 1035) which are hereby agreed to by the shipper and accepted for himself and his assigns.

TO: (Mail or street address of consignee for purposes of notification only.)

FROM:

Consignee J & L Land Farms, Inc.Shipper NMOC - Goodwin Treating Plt.Street 8301 Eunice Hwy / CR C-45Street 7 mi. west of Hobbs / N of Hwy 162Destination Hobbs N.M. Zip 88241Origin Hobbs N.M. Zip _____Route: See M. Roberts

Delivering Carrier

Trailer Initial/Number

U.S. DOT Hazmat Reg. Number

CV93

Nc. of packages	HM	Description of articles, special marks, and exceptions	Hazard Class	I.D. Number	Packing Group	*Weight (subject to correction)	Class or rate	Labels required (or exemption)	Check column
		<u>Exempt HydroCarbon soils</u>	<u>X</u>	<u>X</u>	<u>X</u>	<u>20cy</u>		<u>Exempt</u>	
		<u>Exempt HydroCarbon soils</u>	<u>X</u>	<u>X</u>	<u>X</u>	<u>20yd.</u>		<u>Exempt</u>	
		<u>Exempt HydroCarbon soils</u>	<u>X</u>	<u>X</u>	<u>X</u>	<u>20yd.</u>		<u>Exempt</u>	
		<u>Exempt HydroCarbon soils</u>	<u>X</u>	<u>X</u>	<u>X</u>	<u>20yd.</u>		<u>Exempt</u>	
		<u>Exempt HydroCarbon soils</u>	<u>X</u>	<u>X</u>	<u>X</u>	<u>20yd.</u>		<u>Exempt</u>	
		<u>Exempt HydroCarbon soils</u>	<u>X</u>	<u>X</u>	<u>X</u>	<u>20yd.</u>		<u>Exempt</u>	
		<u>Exempt HydroCarbon soils</u>	<u>X</u>	<u>X</u>	<u>X</u>	<u>20yd.</u>		<u>Exempt</u>	
		<u>Exempt HydroCarbon soils</u>	<u>X</u>	<u>X</u>	<u>X</u>	<u>20yd.</u>		<u>Exempt</u>	
		<u>Exempt HydroCarbon soils</u>	<u>X</u>	<u>X</u>	<u>X</u>	<u>20yd.</u>		<u>Exempt</u>	
		<u>Exempt HydroCarbon soils</u>	<u>X</u>	<u>X</u>	<u>X</u>	<u>20yd.</u>		<u>Exempt</u>	
		<u>Exempt HydroCarbon soils</u>	<u>X</u>	<u>X</u>	<u>X</u>	<u>20yd.</u>		<u>Exempt</u>	

Remit C.O.D. to:

Address:

City:

State:

Zip:

COD

AMT:

\$

Charges Advanced

\$

Subject to Section 7 of conditions, if this shipment is to be delivered to the consignee without recourse on the consignor, the consignor shall sign the following statement:
The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges.

C. O. D. FEE:

Prepaid ☐Collect ☐ \$

FREIGHT CHARGES

☐ Prepaid ☐ Collect

*If the shipment moves between two ports by a carrier by water, the law requires that the bill of lading shall state whether it is "carrier's or shipper's weight".
Note: - where the rate is dependent on value, shippers are required to state specifically in writing the agreed or declared value of the property.
The agreed or declared value of the property is hereby specifically stated by the shipper to be not exceeding _____ per _____

This is to certify that the above-named materials are properly classified, described, packaged, marked and labeled, and are in proper condition for transportation according to the applicable regulations of the Department of Transportation.

PLACARDS
REQUIREDPLACARDS
SUPPLIED

☐ YES ☐ NO - FURNISHED BY CARRIER
DRIVER'S SIGNATURE:

SPECIAL INSTRUCTIONS:

PER: NMOCPER: [Signature]DATE: 6-5-02CARRIER: Albert Martinez TruckingPER: [Signature]DATE: 6-5-02

EMERGENCY RESPONSE

TELEPHONE NUMBER: ()

Permanent post office address of shipper

Monitored at all times the Hazardous Material is in transportation including storage incidental to transportation

must be legibly filled in, in Ink, in Indelible Pencil, or in Carbon Retained by the Agent

(Carrier) Albert Martinez Trucking SCAC.

Carrier's No. _____

and, subject to the classifications and tariffs in effect on the date of this Bill of Lading:

at Woodwin Treating Plant. date 6-5-02 from 6-5-02

the property described below, in apparent good order, except as noted (contents and condition of contents of packages unknown), marked, consigned, and destined as indicated below, which said company (the word company being understood throughout this contract as meaning any person or corporation in possession of the property under the contract) agrees to carry to its usual place of delivery at said destination, if on its own road or its own water line, otherwise to deliver to another carrier on the route to said destination. It is mutually agreed, as to each carrier of all or any of said property over all or any portion of said route to destination, and as to each party at any time interested in all or any of said property, that every service to be performed hereunder shall be subject to all the conditions not prohibited by law, whether printed or written, herein contained (as specified in Appendix B to Part 1035) which are hereby agreed to by the shipper and accepted for himself and his assigns.

TO: (Mail or street address of consignee for purposes of notification only.)

FROM:

Consignee J & L Land Farms Inc.

Shipper NMOCB-Goodwin Treating Plant

Street 8301 Eunice Hwy / CR C-45

Street 7 mi west of Hobbs / N of Hwy 160

Destination Hobbs N.M Zip 88241

Origin *Hobbs N, N* Zip *88241*

Route: Steve M. Roberts

Delivering Carrier
Cv

Trailer Initial/Number
96

U.S. DOT Hazmat Reg. Number

[illegible]

Remit C.O.D. to:

Address:

City: _____ State: _____ Zip: _____

COD

AMT:

\$

Charges Advanced

\$

Subject to Section 7 of conditions, if this shipment is to be delivered to the consignee without recourse on the consignor, the consignor shall sign the following statement:

The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges.

C. O. D. FEE:Prepaid ☐

Collect ☐ \$

FREIGHT CHARGES☐ Prepaid ☐ Collect

The agreed or declared value of the property is hereby specifically stated by the shipper to be not exceeding _____ per _____

This is to certify that the above-named materials are properly classified, described, packaged, marked and labeled, and are in proper condition for transportation according to the applicable regulations of the Department of Transportation.

PLACARDS REQUIRED

**PLACARDS
SUPPLIED**

☐ YES ☐ NO - FURNISHED BY CARRIER
DRIVER'S SIGNATURE:

SPECIAL INSTRUCTIONS:

PER: NMDCD
PER: [Signature]

DATE: 6-5-02

CARRIER: MOSELY PRACTICE TRUCKING

PER: [Signature]

DATE: 2-6-02

EMERGENCY RESPONSE

TELEPHONE NUMBER: ()

Permanent post office address of shipper

Monitored at all times the Hazardous Material is in transportation including storage incidental to transportation (\$172,604).

CONTAINS HAZARDOUS MATERIALS

Amerada Pet. Corp.

#3 State WM "R"

31-183-37E

Company

Well No.

Lease

S-T-R

Location	1980	Fr.	N	L	660	fr.	W	L	County	Lea
Spud	6/21/65	Comp.			7/19/65	Field	Goodwin-Abo			
Total Depth	7602	P. B.			Top Pay	Size	CSG.	RECORD	Depth	Sex
I. P.						13-3/8	325	400		
Ch.	on	Tbg. @			Press: T.	9-5/8	2948	850		
C.	Pkr.	Gor.			Gr.					

Temporarily Abandoned

DST 7311-75', open 2 hrs, rev out 5 bbis
oil + 3 bbis salt wtr + 1 bbl DM, rec
90' salt wtr below sub, FP 197-495#.
2 hr fsip 1056#.

FORMATION RECORD

Log tops continued

Clearfork 6440
Drinkard Poro 7130
Abo 7320

Over

Elev.	T	
T	Log tops	
T	Anhy	T 1522
BX	Yates	T 2795
T	Queen	T 3714
T	Penrose	T 3882
T	Gbr.	T 4100
T	SA	T 4458
T	Del. Sd.	T Gr. 4953
	Bone Spring	5340



LEA
COUNTY

AGUA INC
031 2 31 18S 37E
GOODWIN
30-025-21183



Submit 3 Copies To Appropriate District Office
District I
1625 N. French Dr., Hobbs, NM 87240
District II
811 South First, Artesia, NM 87210
District III
1000 Rio Brazos Rd., Aztec, NM 87410
District IV
2040 South Pacheco, Santa Fe, NM 87505

State of New Mexico
Energy, Minerals and Natural Resources

OIL CONSERVATION DIVISION
2040 South Pacheco
Santa Fe, NM 87505

Form C-103
Revised March 25, 1999

SUNDRY NOTICES AND REPORTS ON WELLS (DO NOT USE THIS FORM FOR PROPOSALS TO DRILL OR TO DEEPEN OR PLUG BACK TO A DIFFERENT RESERVOIR. USE "APPLICATION FOR PERMIT" (FORM C-101) FOR SUCH PROPOSALS.)		WELL API NO. 30-025-21183
1. Type of Well: Oil Well <input type="checkbox"/> Gas Well <input type="checkbox"/> Other salt water disposal		5. Indicate Type of Lease STATE <input checked="" type="checkbox"/> FEE <input type="checkbox"/>
2. Name of Operator AGUA		6. State Oil & Gas Lease No.
3. Address of Operator P.O. Box 92090, Pasadena, CA 91109		7. Lease Name or Unit Agreement Name: Goodwin SWD #31
4. Well Location Unit Letter <u>E</u> : <u>660</u> feet from the <u>West</u> line and <u>1980</u> feet from the <u>North</u> line Section <u>31</u> Township <u>18S</u> Range <u>37E</u> NMPM County <u>Lea</u>		8. Well No. <u>#</u> Unit E, Sec. 31-18S-R37E
10. Elevation (Show whether DR, RKB, RT, GR, etc.) 3737 GR		9. Pool name or Wildcat <u>SWD: SA-Delaware-BS</u>

11. Check Appropriate Box to Indicate Nature of Notice, Report or Other Data	
NOTICE OF INTENTION TO: PERFORM REMEDIAL WORK <input type="checkbox"/> PLUG AND ABANDON <input checked="" type="checkbox"/> TEMPORARILY ABANDON <input type="checkbox"/> CHANGE PLANS <input type="checkbox"/> PULL OR ALTER CASING <input type="checkbox"/> MULTIPLE COMPLETION <input type="checkbox"/> OTHER: <input type="checkbox"/>	SUBSEQUENT REPORT OF: REMEDIAL WORK <input type="checkbox"/> ALTERING CASING <input type="checkbox"/> COMMENCE DRILLING OPNS. <input type="checkbox"/> PLUG AND ABANDONMENT <input type="checkbox"/> CASING TEST AND CEMENT JOB <input type="checkbox"/> OTHER: <input type="checkbox"/>

12. Describe proposed or completed operations. (Clearly state all pertinent details, and give pertinent dates, including estimated date of starting any proposed work). SEE RULE 1103. For Multiple Completions: Attach wellbore diagram of proposed completion or recompilation.

TAG BTM PLUG @ 6900'

1. RU wireline or pick up work string and set CIBP 4400'. If using wire line, dump 35' cement on top. If CIBP via tubing spot 50 sxs of cement. - TAG
2. Circulate hole with gelled brine and set 50 sxs plug 50-50 in and out of the liner top at 2841'.
3. PU and set another 50 sxs plug at 1400'+-.
4. PU and set 50 sxs plug at 350' (base of 13 3/8"). Pert @ 13 3/8 casing 50' below 5400 - 50' in 50' out.
5. PU and set 10 sxs. surface plug.
6. Cut off well head. Install dry hole marker with proper ID. Cut off dead man. Clean

Starting Date: On or before 11-10-00

THE COMMISSION MUST BE NOTIFIED 24 HOURS BEFORE THE BEGINNING OF PLUGGING OPERATIONS FOR THE C-103 TO BE APPROVED.

I hereby certify that the information above is true and complete to the best of my knowledge and belief.

SIGNATURE [Signature] TITLE Manager DATE 9-13-00

Type or print name James Abbott

Telephone No. (505) 393-6188

(This space for State use)

APPROVED BY [Signature] TITLE FIELD REPRESENTATIVE

DATE 09-13-2000

Conditions of approval, if any:

District I
PO Box 1980, Hobbs, NM 88241-1980

District II
811 South First, Artesia, NM 88210

District III
1000 Rio Brazos Rd., Aztec, NM 87410

District IV
2040 South Pacheco, Santa Fe, NM 87505

OIL CONSERVATION DIVISION
2040 South Pacheco
Santa Fe, NM 87505

Form C-104

Revised October 18, 1994

Instructions on back

Submit to Appropriate District Office

5 Copies

96 NOV 7 AM 8 52
AMENDED REPORT

I. REQUEST FOR ALLOWABLE AND AUTHORIZATION TO TRANSPORT

Operator name and Address AGUA Inc. P.O. Box 92090 Pasadena, CA 91109		OGRID Number 000267
		Reason for Filing Code 350 bbls. skim oil Oct., 1996
API Number 30 - 0 25-21183	Pool Name New Mexico SWD - San Andres	Pool Code 96120
Property Code 0000 35	Property Name Goodwin SWD	Well Number 31

II. Surface Location

UL or lot no. E	Section 31	Township 18	Range 37	Lot Idn N/A	Feet from the 1980	North/South Line SW 1/4 NW 1/4	Feet from the 660	East/West line 66	County Lea
--------------------	---------------	----------------	-------------	----------------	-----------------------	-----------------------------------	----------------------	----------------------	---------------

Bottom Hole Location

UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
Lse Code P	Producing Method Code P	Gas Connection Date N/A	C-129 Permit Number	C-129 Effective Date	C-129 Expiration Date				

III. Oil and Gas Transporters

Transporter OGRID	Transporter Name and Address	POD	O/G	POD ULSTR Location and Description
012426	Maclaskey Oilfield Service Inc.	2808472	0	Same as above

IV. Produced Water

POD	POD ULSTR Location and Description

V. Well Completion Data

Spud Date	Ready Date	TD	PBTD	Perforations	DHC, DC, MC
Hole Size	Casing & Tubing Size	Depth Set	Sacks Cement		

VI. Well Test Data

Date New Oil	Gas Delivery Date	Test Date	Test Length	Tbg. Pressure	Csg. Pressure
Choke Size	Oil	Water	Gas	AOF	Test Method

I hereby certify that the rules of the Oil Conservation Division have been complied with and that the information given above is true and complete to the best of my knowledge and belief.

Signature:

Printed name: James Abbott

Title: Manager

Date: 10-28-96

Phone: (505)393-6188

OIL CONSERVATION DIVISION

Approved by:

Title:

Approval Date:

NOV 04 1996

If this is a change of operator fill in the OGRID number and name of the previous operator:

Previous Operator Signature

Printed Name

Title

Date

District I
PO Box 1908, Hobbs, NM 88241-1908
District II
PO Drawer DD, Artesia, NM 88211-0719
District III
1000 Rio Grande Blvd., Santa Fe, NM 87501
District IV
PO Box 2088, Santa Fe, NM 87504-2088

State of New Mexico
Energy, Minerals & Natural Resources Department

CONSERVATION DIVISION
PO Box 2088
Santa Fe, NM 87504-2088

Form C-104
Revised February 10, 1994
Instructions on back
Submit to Appropriate District Office
5 Copies

☐ AMENDED REPORT

I. REQUEST FOR ALLOWABLE AND AUTHORIZATION TO TRANSPORT

Operator name and Address Agua Inc. P O Box 92090 Pasadena CA 91109		OGRID Number 000267 Reason for Filing Copy AO - 8/31/95
API Number 30-0 25-21183	Pool Name SWD San Andres-Delaware-BoneSpring	Pool Code 96120
Property Code 35	Property Name Goodwin Waste Water Disposal	Well Number 31

II. Surface Location

UT or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South Line	Feet from the	East/West Line	County
E	31	18S	37E	N/A	1980	North	660	West	Lea

Bottom Hole Location

UT or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South Line	Feet from the	East/West Line	County
S	SWD								
Lee Code	Producing Method Code	Gas Connection Date	C-129 Permit Number	C-129 Effective Date	C-129 Expiration Date				

III. Oil and Gas Transporters

Transporter OGRID	Transporter Name and Address	POD	O/G	POD ULSTR Location and Description
017407	Petro Source 129 S Grimes Hobbs NM 88240	28D8472	0	E-31-18S-37E

IV. Produced Water

POD	POD ULSTR Location and Description

V. Well Completion Data

Spud Date	Ramdy Date	TD	FBTD	Perforations

VI. Well Test Data

Date New Oil	Gas Delivery Date	Test Date	Test Length	Thg. Pressure	Gas Pressure
Choke Size	Oil	Water	Gas	AOF	Test Method

I hereby certify that the rules of the Oil Conservation Division have been complied with and that the information given above is true and complete to the best of my knowledge and belief. Signature: <i>James Abbott</i>		OIL CONSERVATION DIVISION Approved by: <i>Jerry Sells</i> Title: DISTRICT SUPERVISOR Approval Date: OCT 03 1995	
Printed name: James Abbott	Date: 9-26-95	Phone: (505) 3536188	
If this is a change of operator fill in the OGRID number and name of the previous operator.			
Previous Operator Signature	Printed Name	Title	Date



NO. OF COPIES RECEIVED	
DISTRIBUTION	
SANTA FE	
FILE	
U.S.G.S.	
LAND OFFICE	
OPERATOR	

NEW MEXICO OIL CONSERVATION COMMISSION

Form C-103
Supersedes Old
C-102 and C-103
Effective 1-1-65

5a. Indicate Type of Lease
State ☒ Fee ☐
5. State Oil & Gas Lease No.

SUNDRY NOTICES AND REPORTS ON WELLS

(DO NOT USE THIS FORM FOR PROPOSALS TO DRILL OR TO DEEPEN OR PLUG BACK TO A DIFFERENT RESERVOIR.
USE "APPLICATION FOR PERMIT TO DRILL" (FORM C-101) FOR SUCH PROPOSALS.)

1. OIL WELL <input type="checkbox"/> GAS WELL <input type="checkbox"/> OTHER- Salt Water Disposal Well	7. Unit Agreement Name ---
2. Name of Operator Agua, Inc.	8. Farm or Lease Name Goodwin Waste Water Disp. Well
3. Address of Operator P. O. Box 1978, Hobbs, NM 88240	9. Well No. E-31
4. Location of Well UNIT LETTER E 1980 FEET FROM THE North LINE AND 660 FEET FROM THE West LINE, SECTION 31 TOWNSHIP 18S RANGE 37E NMPM.	10. Field and Pool, or Wildcat Goodwin Abo
15. Elevation (Show whether DF, RT, GR, etc.) 3737' G.L.	12. County Lea

16. Check Appropriate Box To Indicate Nature of Notice, Report or Other Data
NOTICE OF INTENTION TO: SUBSEQUENT REPORT OF:

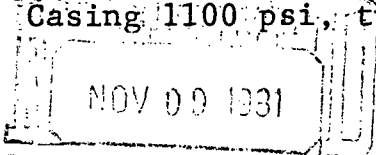
PERFORM REMEDIAL WORK <input type="checkbox"/>	PLUG AND ABANDON <input type="checkbox"/>	REMEDIAL WORK <input checked="" type="checkbox"/>	ALTERING CASING <input type="checkbox"/>
TEMPORARILY ABANDON <input type="checkbox"/>	CHANGE PLANS <input type="checkbox"/>	COMMENCE DRILLING OPNS. <input type="checkbox"/>	PLUG AND ABANDONMENT <input type="checkbox"/>
PULL OR ALTER CASING <input type="checkbox"/>	OTHER <input type="checkbox"/>	CASING TEST AND CEMENT JOB <input type="checkbox"/>	

17. Describe Proposed or Completed Operations (Clearly state all pertinent details, and give pertinent dates, including estimated date of starting any proposed work) SEE RULE 1103.

10/9/81

1. Treated open-hole interval 4466-6864' with 1,000 gals. 31.45% HCL acid. Maximum treating pressure 1200 psi. (2:40 P.M.)
2. Start tubing flush w/10 bbls. fresh water. Shut-in 30 minutes. (3:04 P.M.)
3. Completed tubing flush w/50 bbls. fresh water, 6.5 BPM @ 1400 psi (max.) on tubing. (3:35 P.M.)
4. ISIP: Casing 1100 psi, tubing 1100 psi. (3:47 P.M.)

10/8/81



5. Pressure readings: Casing 260 psi, tubing 260 psi (7:00 A.M.)
6. Guiberson KV-L compression packer hanging at 4389 feet in 7" liner.

RETESTED 11-4-81 and well still appears to have a problem.

18. I hereby certify that the information above is true and complete to the best of my knowledge and belief.

SIGNED W. G. Abbott W. G. Abbott TITLE Manager DATE 11/2/81

APPROVED BY [Signature] TITLE SUPERVISOR DISTRICT DATE NOV 5 1981

CONDITIONS OF APPROVAL, IF ANY:

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NEW MEXICO OIL CONSERVATION COMMISSION
REQUEST FOR ALLOWABLE
AND
AUTHORIZATION TO TRANSPORT OIL AND NATURAL GAS

Form C-104
Supersedes Old C-104 and C-110
Effective 1-1-65

38
33
MAIN OFFICE
APR 15 1970

Operator AGUA, INC.	
Address P. O. Box 1978, Hobbs, New Mexico 88240	
Reason(s) for filing (Check proper box)	Other (Please explain)
New Well <input type="checkbox"/>	Change in Transporter of:
Recompletion <input type="checkbox"/>	Oil <input type="checkbox"/> Dry Gas <input type="checkbox"/>
Change in Ownership <input type="checkbox"/>	Casinghead Gas <input type="checkbox"/> Condensate <input type="checkbox"/>
Remnant Oil	

If change of ownership give name
and address of previous owner

DESCRIPTION OF WELL AND LEASE

Lease Name Goodwin Waste	Well No. E-31	Pool Name, Including Formation Goodwin Abo & Drinkard	Kind of Lease State, Federal or Fee	Lease No. B-1431
Location				
Unit Letter E	1980	Feet From The North	Line and 660	Feet From The West
Line of Section 31	Township 18S	Range 37E	NMPM,	Lea County

DESIGNATION OF TRANSPORTER OF OIL AND NATURAL GAS

Name of Authorized Transporter of Oil <input type="checkbox"/> or Condensate <input type="checkbox"/>	Address (Give address to which approved copy of this form is to be sent)					
The Permian Corporation	Proration Dept. Box 3119, Midland, Texas					
Name of Authorized Transporter of Casinghead Gas <input type="checkbox"/> or Dry Gas <input type="checkbox"/>	Address (Give address to which approved copy of this form is to be sent)					
If well produces oil or liquids, give location of tanks.	Unit	Sec.	Twp.	Rge.	Is gas actually connected?	When

If this production is commingled with that from any other lease or pool, give commingling order number:

COMPLETION DATA

Designate Type of Completion - (X)	Oil Well	Gas Well	New Well	Workover	Deepen	Plug Back	Same Res'v.	Diff. Res'v.
Date Spudded	Date Compl. Ready to Prod.		Total Depth		P.B.T.D.			
Elevations (DF, RKB, RT, GR, etc.)	Name of Producing Formation		Top Oil/Gas Pay		Tubing Depth			
Perforations					Depth Casing Shoe			

TUBING, CASING, AND CEMENTING RECORD

HOLE SIZE	CASING & TUBING SIZE	DEPTH SET	SACKS CEMENT

TEST DATA AND REQUEST FOR ALLOWABLE
OIL WELL

(Test must be after recovery of total volume of load oil and must be equal to or exceed top allowable for this depth or be for full 24 hours)

Date First New Oil Run To Tanks	Date of Test	Producing Method (Flow, pump, gas lift, etc.)	
Length of Test	Tubing Pressure	Casing Pressure	Choke Size
Actual Prod. During Test	Oil - Bbls.	Water - Bbls.	Gas - MCF

GAS WELL

Actual Prod. Test-MCF/D	Length of Test	Bbls. Condensate/MMCF	Gravity of Condensate
Testing Method (pitot, back pr.)	Tubing Pressure (Shut-in)	Casing Pressure (Shut-in)	Choke Size

CERTIFICATE OF COMPLIANCE

I hereby certify that the rules and regulations of the Oil Conservation Commission have been complied with and that the information given above is true and complete to the best of my knowledge and belief.

W. H. Abbott
(Signature)

Manager, AGUA, INC.

(Title)

April 9, 1970

(Date)

OIL CONSERVATION COMMISSION

APPROVED

BY

TITLE

SUPERVISOR DISTRICT

This form is to be filed in compliance with RULE 1104.

If this is a request for allowable for a newly drilled or deepened well, this form must be accompanied by a tabulation of the deviation tests taken on the well in accordance with RULE 111.

All sections of this form must be filled out completely for allowable on new and recompleted wells.

Fill out only Sections I, II, III, and VI for changes of owner, well name or number, or transporter, or other such change of condition.

Separate Forms C-104 must be filed for each pool in multiply completed wells.

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	GAS	
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NEW MEXICO OIL CONSERVATION COMMISSION
REQUEST FOR ALLOWABLE
AND
AUTHORIZATION TO TRANSPORT OIL AND NATURAL GAS

Form C-104
Supersedes Old C-104 and C-110
Effective 1-1-65

APR 3 1970

Operator AGUA, INC.	
Address Box 1978, Hobbs, New Mexico 88240	
Reason(s) for filing (Check proper box)	Other (Please explain)
New Well <input type="checkbox"/>	Remnant Oil
Recompletion <input type="checkbox"/>	
Change in Ownership <input type="checkbox"/>	
Change in Transporter of:	
Oil <input type="checkbox"/>	
Casinghead Gas <input type="checkbox"/>	
Dry Gas <input type="checkbox"/>	
Condensate <input type="checkbox"/>	

If change of ownership give name and address of previous owner _____

I. DESCRIPTION OF WELL AND LEASE

Lease Name Goodwin Waste Water Disposal System	Well No. E-31	Pool Name, Including Formation Goodwin Abo & Drinkard	Kind of Lease State, Federal or Fee	Lease No. B-1431
Location				
Unit Letter E	1980	Feet From The North	Line and 660	Feet From The West
Line of Section 31	Township 18S	Range 37E	NMPM,	Lea County

II. DESIGNATION OF TRANSPORTER OF OIL AND NATURAL GAS

Name of Authorized Transporter of Oil <input type="checkbox"/> or Condensate <input type="checkbox"/>	Address (Give address to which approved copy of this form is to be sent)					
Western Oil Transportation Company	Proration Dept. Box 3119 Midland, Texas					
Name of Authorized Transporter of Casinghead Gas <input type="checkbox"/> or Dry Gas <input type="checkbox"/>	Address (Give address to which approved copy of this form is to be sent)					
If well produces oil or liquids, give location of tanks.	Unit	Sec.	Twp.	Rge.	Is gas actually connected?	When

If this production is commingled with that from any other lease or pool, give commingling order number: _____

V. COMPLETION DATA

Designate Type of Completion - (X)	Oil Well	Gas Well	New Well	Workover	Deepen	Plug Back	Same Res'v.	Diff. Res'v.
Date Spudded	Date Compl. Ready to Prod.		Total Depth			P.B.T.D.		
Elevations (DF, RKB, RT, GR, etc.)	Name of Producing Formation		Top Oil/Gas Pay			Tubing Depth		
Perforations						Depth Casing Shoe		

TUBING, CASING, AND CEMENTING RECORD			
HOLE SIZE	CASING & TUBING SIZE	DEPTH SET	SACKS CEMENT

V. TEST DATA AND REQUEST FOR ALLOWABLE OIL WELL (Test must be after recovery of total volume of load oil and must be equal to or exceed top allowable for this depth or be for full 24 hours)

Date First New Oil Run To Tanks	Date of Test	Producing Method (Flow, pump, gas lift, etc.)	
Length of Test	Tubing Pressure	Casing Pressure	Choke Size
Actual Prod. During Test	Oil - Bbls.	Water - Bbls.	Gas - MCF

GAS WELL

Actual Prod. Test-MCF/D	Length of Test	Bbls. Condensate/MMCF	Gravity of Condensate
Testing Method (pitot, back pr.)	Tubing Pressure (shut-in)	Casing Pressure (shut-in)	Choke Size

VI. CERTIFICATE OF COMPLIANCE

I hereby certify that the rules and regulations of the Oil Conservation Commission have been complied with and that the information given above is true and complete to the best of my knowledge and belief.

W. S. Abbott
(Signature)
Manager, AGUA, INC.
(Title)
April 1, 1970
(Date)

OIL CONSERVATION COMMISSION
APR 3 1970
APPROVED _____, 19____
BY **[Signature]**
TITLE **SUPERVISOR DISTRICT**
This form is to be filed in compliance with RULE 1104.
If this is a request for allowable for a newly drilled or deepened well, this form must be accompanied by a tabulation of the deviation tests taken on the well in accordance with RULE 111.
All sections of this form must be filled out completely for allowable on new and recompleted wells.
Fill out only Sections I, II, III, and VI for changes of owner, well name or number, or transporter, or other such change of condition.
Separate Forms C-104 must be filed for each pool in multiply completed wells.

STATE OF NEW MEXICO
ENERGY AND MINERALS DEPARTMENT

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OIL CONSERVATION DIVISION

P.O. BOX 2088
SANTA FE, NEW MEXICO 87501

Form C-103
Revised 10-1-81

DEC 15 1987

5a. Indicate Type of Lease	
State <input checked="" type="checkbox"/>	Fee <input type="checkbox"/>
5. State Oil & Gas Lease No. B-1431	

SUNDRY NOTICES AND REPORTS ON WELLS

(DO NOT USE THIS FORM FOR PROPOSALS TO DRILL OR TO DEEPEN OR PLUG BACK TO A DIFFERENT RESERVOIR.
USE "APPLICATION FOR PERMIT -" (FORM C-101) FOR SUCH PROPOSALS.)

1. <input type="checkbox"/> OIL WELL <input type="checkbox"/> GAS WELL <input type="checkbox"/> OTHER- Salt Water Disposal Well	7. Unit Agreement Name Goodwin SWDS
2. Name of Operator AGUA, INC.	8. Farm or Lease Name Goodwin SWD <i>urate water SWD</i>
3. Address of Operator P.O. Box 1978; Hobbs, New Mexico 88240	9. Well No. E-31
4. Location of Well UNIT LETTER <u>E</u> <u>660</u> FEET FROM THE <u>west</u> LINE AND <u>1980</u> FEET FROM THE <u>north</u> LINE, SECTION <u>31</u> TOWNSHIP <u>18S</u> RANGE <u>37E</u> NMPM.	10. Field and Pool, or Wildcat
15. Elevation (Show whether DF, RT, GR, etc.) 3737 GR	12. County Lea

Check Appropriate Box To Indicate Nature of Notice, Report or Other Data
NOTICE OF INTENTION TO: SUBSEQUENT REPORT OF:

PERFORM REMEDIAL WORK <input type="checkbox"/>	PLUG AND ABANDON <input type="checkbox"/>	REMEDIAL WORK <input type="checkbox"/>	ALTERING CASING <input type="checkbox"/>
TEMPORARILY ABANDON <input type="checkbox"/>	CHANGE PLANS <input type="checkbox"/>	COMMENCE DRILLING OPNS. <input type="checkbox"/>	PLUG AND ABANDONMENT <input type="checkbox"/>
PULL OR ALTER CASING <input type="checkbox"/>	OTHER <input type="checkbox"/>	CASING TEST AND CEMENT JOBS <input type="checkbox"/>	OTHER <u>Xylene & acid treatment</u> <input checked="" type="checkbox"/>

17. Describe Proposed or Completed Operations (Clearly state all pertinent details, and give pertinent dates, including estimated date of starting any proposed work) SEE RULE 1103.

December 3, 1987

Arrive on location and rig up pump truck. TP=1000 PSI, CP=1250 PSI. Bled down 100 bbls. through tubing. TP=900 PSI, CP=1200 PSI. Pumped 630 gals. of xylene and flushed w/67 bbls. fresh water down tubing. Average TP=1250 PSI, max. TP=1450 PSI. Shut well in overnight.

December 4, 1987

Arrive on location and rig up pump truck. TP=475 PSI, CP=775 PSI. Pumped 1000 gals. 15% NeFe HCl acid and flushed w/10 bbls. fresh water. Average TP=700 PSI, max. TP=900 PSI. Place well back on injection.

December 5, 1987

TP=200 PSI, CP=500 PSI

18. I hereby certify that the information above is true and complete to the best of my knowledge and belief.

SIGNED R.W. Abbott R.W. Abbott

TITLE Manager

DATE 12/07/87

APPROVED BY Jerry Skiff
CONDITIONS OF APPROVAL, IF ANY:

TITLE DISTRICT 1 SUPERVISOR

DATE DEC 15 1987

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NEW MEXICO OIL CONSERVATION COMMISSION
 MAY 29 11 23 AM '68

Form C-103
 Supersedes Old
 C-102 and C-103
 Effective 1-1-65

5a. Indicate Type of Lease State <input checked="" type="checkbox"/> Fee <input type="checkbox"/>
5. State Oil & Gas Lease No. B-1431
7. Unit Agreement Name
8. Farm or Lease Name Goodwin Waste Water
9. Well No. E-31
10. Field and Pool, or Wildcat Goodwin Area
12. County Lea

SUNDRY NOTICES AND REPORTS ON WELLS

(DO NOT USE THIS FORM FOR PROPOSALS TO DRILL OR TO DEEPEN OR PLUG BACK TO A DIFFERENT RESERVOIR.
 USE "APPLICATION FOR PERMIT -" (FORM C-101) FOR SUCH PROPOSALS.)

1. OIL WELL <input type="checkbox"/> GAS WELL <input type="checkbox"/> OTHER- Salt Water Disposal
2. Name of Operator AGUA, INC.
3. Address of Operator Box 1978, Hobbs, New Mexico 88240
4. Location of Well UNIT LETTER E, 660 FEET FROM THE West LINE AND 1980 FEET FROM THE North LINE, SECTION 31 TOWNSHIP 18S RANGE 37E NMPM.
15. Elevation (Show whether DF, RT, GR, etc.) 3737 GL 3749 DF

16.

Check Appropriate Box To Indicate Nature of Notice, Report or Other Data

NOTICE OF INTENTION TO:

PERFORM REMEDIAL WORK	<input type="checkbox"/>
TEMPORARILY ABANDON	<input type="checkbox"/>
PULL OR ALTER CASING	<input type="checkbox"/>
OTHER	<input type="checkbox"/>

PLUG AND ABANDON	<input type="checkbox"/>
CHANGE PLANS	<input type="checkbox"/>

SUBSEQUENT REPORT OF:

REMEDIAL WORK	<input type="checkbox"/>
COMMENCE DRILLING OPNS.	<input type="checkbox"/>
CASING TEST AND CEMENT JOBS	<input type="checkbox"/>
OTHER	<input checked="" type="checkbox"/> Convert to Disposal

17. Describe Proposed or Completed Operations (Clearly state all pertinent details, and give pertinent dates, including estimated date of starting any proposed work) SEE RULE 1103.

5-24-68 to 5-28-68 Set 1585' of 7"-23# liner in 9 5/8" casing. Top of liner at 2881', bottom at 4466'. Cemented with 350 Sx. cement. Reversed out 15 Sx. cement off top of liner. Acidized open hole from 4466' to 6900' with 10,000 gallons 15% Acid.

Tested well for maximum gravity injection test at 12,758 barrels per day.

18. I hereby certify that the information above is true and complete to the best of my knowledge and belief.

SIGNED W. G. Abbott TITLE Manager DATE May 29, 1968
 APPROVED BY [Signature] TITLE DATE May 29, 1968
 CONDITIONS OF APPROVAL, IF ANY:

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NEW MEXICO OIL CONSERVATION COMMISSION

Form C-103
Supersedes Old
C-102 and C-103
Effective 1-1-65

5a. Indicate Type of Lease
State <input checked="" type="checkbox"/> Fee <input type="checkbox"/>
5. State Oil & Gas Lease No. B-1431

SUNDRY NOTICES AND REPORTS ON WELLS (DO NOT USE THIS FORM FOR PROPOSALS TO DRILL OR TO DEEPEN OR PLUG BACK TO A DIFFERENT RESERVOIR. USE "APPLICATION FOR PERMIT -" (FORM C-101) FOR SUCH PROPOSALS.)

1. OIL <input type="checkbox"/> GAS <input type="checkbox"/> OTHER- Salt Water Disposal	7. Unit Agreement Name -
2. Name of Operator AGUA, INC.	8. Farm or Lease Name Goodwin Waste Water
3. Address of Operator Box 1978, Hobbs, New Mexico	9. Well No. E-31
4. Location of Well UNIT LETTER E 660 FEET FROM THE West LINE AND 1980 FEET FROM THE North LINE, SECTION 31 TOWNSHIP 18S RANGE 37E NMPM.	10. Field and Pool, or Wildcat Goodwin Area
15. Elevation (Show whether DF, RT, GR, etc.) 3737 GL 3749 DF	12. County Lea

Check Appropriate Box To Indicate Nature of Notice, Report or Other Data NOTICE OF INTENTION TO:

PERFORM REMEDIAL WORK ☐
TEMPORARILY ABANDON ☐
PULL OR ALTER CASING ☐

PLUG AND ABANDON ☐
CHANGE PLANS ☐

OTHER Convert to Disposal ☒

SUBSEQUENT REPORT OF:

REMEDIAL WORK ☐
COMMENCE DRILLING OPNS. ☐
CASING TEST AND CEMENT JOBS ☐
OTHER ☐
ALTERING CASING ☐
PLUG AND ABANDONMENT ☐

17. Describe Proposed or Completed Operations (Clearly state all pertinent details, and give pertinent dates, including estimated date of starting any proposed work) SEE RULE 1103.

This well previously known as Amerada St. WM "E" No. 3, a temporarily abandoned dry well will be converted to the AGUA, INC. Goodwin Waste Water Well E-31 by authority granted by Order No. SWD-68 dated 9-2-67. Workover by setting 7" liner from 2910' to 4460' and washing out to plug in 8-3/4" hole at 6900'. Disposal zone through 5 1/2" plastic-lined tubing will be from 4460' to 6900'. Formations will be San Andres, Delaware, Bone Spring and Clearfork. Estimate of proposed work is April 3, 1968.

18. I hereby certify that the information above is true and complete to the best of my knowledge and belief.

SIGNED W. H. Abbott TITLE Manager DATE 3-25-68
APPROVED BY [Signature] TITLE DISTRICT DATE 3-25-68
CONDITIONS OF APPROVAL, IF ANY:

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NEW MEXICO OIL CONSERVATION COMMISSION

FEB 3 11 35 AM '67

Form C-103
Supersedes Old
C-102 and C-103
Effective 1-1-65

5a. Indicate Type of Lease State <input checked="" type="checkbox"/> Fee <input type="checkbox"/>
5. State Oil & Gas Lease No. B-1431

SUNDRY NOTICES AND REPORTS ON WELLS

(DO NOT USE THIS FORM FOR PROPOSALS TO DRILL OR TO DEEPEN OR PLUG BACK TO A DIFFERENT RESERVOIR. USE "APPLICATION FOR PERMIT -" (FORM C-101) FOR SUCH PROPOSALS.)

1. OIL WELL <input type="checkbox"/> GAS WELL <input type="checkbox"/> OTHER- T.A.	7. Unit Agreement Name
2. Name of Operator Amerada Petroleum Corporation	8. Farm or Lease Name State WM "E"
3. Address of Operator P. O. Box 668 - Hobbs, New Mexico	9. Well No. 3
4. Location of Well UNIT LETTER E, 660 FEET FROM THE West LINE AND 1980 FEET FROM THE North LINE, SECTION 31 TOWNSHIP 18-S RANGE 37-E NMPM.	10. Field and Pool, or Wildcat Goodwin Abo
15. Elevation (Show whether DF, RT, GR, etc.) 3749' DF	12. County Lea

Check Appropriate Box To Indicate Nature of Notice, Report or Other Data
NOTICE OF INTENTION TO:

PERFORM REMEDIAL WORK ☐
TEMPORARILY ABANDON ☐
PULL OR ALTER CASING ☐
OTHER ☐

PLUG AND ABANDON ☐
CHANGE PLANS ☐
OTHER ☐

SUBSEQUENT REPORT OF:

REMEDIAL WORK ☐
COMMENCE DRILLING OPNS. ☐
CASING TEST AND CEMENT JOB ☐
OTHER Temporarily Abandoned ☒
ALTERING CASING ☐
PLUG AND ABANDONMENT ☐

17. Describe Proposed or Completed Operations (Clearly state all pertinent details, and give pertinent dates, including estimated date of starting any proposed work) SEE RULE 1103.

FOR RECORD ONLY: To advise this well is still closed in and temporarily abandoned with no other plans at this time.

18. I hereby certify that the information above is true and complete to the best of my knowledge and belief.

SIGNED B. J. King TITLE District Superintendent DATE 2-2-67

APPROVED BY _____ TITLE _____ DATE _____

CONDITIONS OF APPROVAL, IF ANY:

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LAND OFFICE	FEB 14 AM 8 12 59 3 45 PM '66
OPERATOR	

Form C-103
Supersedes Old
C-102 and C-103
Effective 1-1-65

SUNDRY NOTICES AND REPORTS ON WELLS

(DO NOT USE THIS FORM FOR PROPOSALS TO DRILL OR TO DEEPEN OR PLUG BACK TO A DIFFERENT RESERVOIR.
USE "APPLICATION FOR PERMIT -" (FORM C-101) FOR SUCH PROPOSALS.)

1. OIL WELL <input type="checkbox"/> GAS WELL <input type="checkbox"/> OTHER- <u>T.A.</u>	5a. Indicate Type of Lease State <input checked="" type="checkbox"/> Fee <input type="checkbox"/>
2. Name of Operator <u>Amerada Petroleum Corporation</u>	5. State Oil & Gas Lease No. <u>B-1431</u>
3. Address of Operator <u>P. O. Box 668 - Hobbs, New Mexico</u>	7. Unit Agreement Name
4. Location of Well UNIT LETTER <u>E</u> , <u>660</u> FEET FROM THE <u>West</u> LINE AND <u>1980</u> FEET FROM THE <u>North</u> LINE, SECTION <u>31</u> TOWNSHIP <u>18-S</u> RANGE <u>37-E</u> NMPM.	8. Farm or Lease Name <u>State WM "E"</u>
	9. Well No. <u>3</u>
	10. Field and Pool, or Wildcat <u>Goodwin Abo</u>
15. Elevation (Show whether DF, RT, GR, etc.) <u>3749' DF</u>	12. County <u>Lea</u>

16. Check Appropriate Box To Indicate Nature of Notice, Report or Other Data
NOTICE OF INTENTION TO: SUBSEQUENT REPORT OF:

PERFORM REMEDIAL WORK <input type="checkbox"/>	PLUG AND ABANDON <input type="checkbox"/>	REMEDIAL WORK <input type="checkbox"/>	ALTERING CASING <input type="checkbox"/>
TEMPORARILY ABANDON <input type="checkbox"/>	CHANGE PLANS <input type="checkbox"/>	COMMENCE DRILLING OPNS. <input type="checkbox"/>	PLUG AND ABANDONMENT <input type="checkbox"/>
PULL OR ALTER CASING <input type="checkbox"/>	OTHER <input type="checkbox"/>	CASING TEST AND CEMENT JOBS <input type="checkbox"/>	OTHER <u>Temporarily Abandoned</u> <input checked="" type="checkbox"/>

17. Describe Proposed or Completed Operations (Clearly state all pertinent details, and give pertinent dates, including estimated date of starting any proposed work) SEE RULE 1103.

FOR RECORD ONLY: To advise this well is still closed in and temporarily abandoned with no other plans at this time.

18. I hereby certify that the information above is true and complete to the best of my knowledge and belief.

SIGNED [Signature] TITLE District Superintendent DATE 2-8-66

APPROVED BY [Signature] TITLE _____ DATE _____

CONDITIONS OF APPROVAL, IF ANY:

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	GAS	
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NEW MEXICO OIL CONSERVATION COMMISSION
REQUEST FOR ALLOWABLE
AND
AUTHORIZATION TO TRANSPORT OIL AND NATURAL GAS

Form C-104
Supersedes Old C-104 and C-110
Effective 1-1-65

Operator AGUA, INC..	
Address Box 1978, Hobbs, New Mexico	
Reason(s) for filing (Check proper box)	Other (Please explain)
New Well <input type="checkbox"/>	Change Operator & name of lease from Amerada St WME No. 3 to AGUA SWD E-31
Recompletion <input checked="" type="checkbox"/>	
Change in Ownership <input checked="" type="checkbox"/>	
Change in Transporter of:	
Oil <input type="checkbox"/>	Dry Gas <input type="checkbox"/>
Casinghead Gas <input type="checkbox"/>	Condensate <input type="checkbox"/>

If change of ownership give name and address of previous owner **Amerada Petroleum Corporation, Box 668, Hobbs, New Mexico**

DESCRIPTION OF WELL AND LEASE

Lease Name AGUA SWD E	Well No. 31	Pool Name, Including Formation Goodwin	Kind of Lease State, Federal or Fee State	Lease No. B-1431
Location				
Unit Letter E ; 660 Feet From The West Line and 1980 Feet From The North				
Line of Section 31 Township 18 S Range 37 E , NMPM, Lea County				

DESIGNATION OF TRANSPORTER OF OIL AND NATURAL GAS

Name of Authorized Transporter of Oil <input type="checkbox"/> or Condensate <input type="checkbox"/>	Address (Give address to which approved copy of this form is to be sent)	
Name of Authorized Transporter of Casinghead Gas <input type="checkbox"/> or Dry Gas <input type="checkbox"/>	Address (Give address to which approved copy of this form is to be sent)	
If well produces oil or liquids, give location of tanks.	Unit	Sec.
	Twp.	Rge.
	Is gas actually connected? When	

If this production is commingled with that from any other lease or pool, give commingling order number:

COMPLETION DATA

Designate Type of Completion - (X)	Oil Well	Gas Well	New Well	Workover	Deepen	Plug Back	Same Res'v.	Diff. Res'v.
				X				
Date Spudded 6-21-65	Date Compl. Ready to Prod.		Total Depth 7602'			P.B.T.D. 6900'		
Elevations (DF, RKB, RT, GR, etc.) 3737' GL 3749' DF	Name of Producing Formation Salt Water Disposal		Top Oil/Gas Pay --			Tubing Depth --		
Perforations Will complete open hole from 4460' to 6900'						Depth Casing Shoe		
TUBING, CASING, AND CEMENTING RECORD								
HOLE SIZE	CASING & TUBING SIZE		DEPTH SET		SACKS CEMENT			
17 1/2"	13-3/8"		325		400			
12 1/4"	9-5/8"		2948		850			
8-3/4"	Proposed (7")		2910 to 4460		(Proposed) 300			

TEST DATA AND REQUEST FOR ALLOWABLE OIL WELL

(Test must be after recovery of total volume of load oil and must be equal to or exceed top allowable for this depth or be for full 24 hours)

Date First New Oil Run To Tanks	Date of Test	Producing Method (Flow, pump, gas lift, etc.)	
Length of Test	Tubing Pressure	Casing Pressure	Choke Size
Actual Prod. During Test	Oil-Bbls.	Water-Bbls.	Gas-MCF

GAS WELL

Actual Prod. Test-MCF/D	Length of Test	Bbls. Condensate/MMCF	Gravity of Condensate
Testing Method (pitot, back pr.)	Tubing Pressure (shut-in)	Casing Pressure (shut-in)	Choke Size

CERTIFICATE OF COMPLIANCE

I hereby certify that the rules and regulations of the Oil Conservation Commission have been complied with and that the information given above is true and complete to the best of my knowledge and belief.

W. G. Abbott
(Signature)
Manager
(Title)
March 25, 1968
(Date)

OIL CONSERVATION COMMISSION

APPROVED _____, 19____
BY **Joe O. Ramsey**
TITLE **SECRETARY**

This form is to be filed in compliance with RULE 1104.
If this is a request for allowable for a newly drilled or deepened well, this form must be accompanied by a tabulation of the deviation tests taken on the well in accordance with RULE 111.
All sections of this form must be filled out completely for allowable on new and recompleted wells.
Fill out only Sections I, II, III, and VI for changes of owner, well name or number, or transporter, or other such change of condition.
Separate Forms C-104 must be filed for each pool in multiply completed wells.

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Form C-105
Revised 1-1-65

NEW MEXICO OIL CONSERVATION COMMISSION WELL COMPLETION OR RECOMPLETION REPORT AND LOG

5a. Indicate Type of Lease	
State <input checked="" type="checkbox"/>	Fee <input type="checkbox"/>
5. State Oil & Gas Lease No.	
B-1431	

1a. TYPE OF WELL		OIL WELL <input type="checkbox"/>		GAS WELL <input type="checkbox"/>		DRY <input checked="" type="checkbox"/>		OTHER <u>T. A.</u>	
b. TYPE OF COMPLETION		NEW WELL <input type="checkbox"/>		WORK OVER <input type="checkbox"/>		DEEPEN <input type="checkbox"/>		PLUG BACK <input type="checkbox"/>	
				DIFF. RESVR. <input type="checkbox"/>		OTHER			
2. Name of Operator									
Amerada Petroleum Corporation									
3. Address of Operator									
P. O. Box 668, Hobbs, New Mexico									
4. Location of Well									
UNIT LETTER <u>E</u> LOCATED <u>660</u> FEET FROM THE <u>West</u> LINE AND <u>1980</u> FEET FROM									
THE <u>North</u> LINE OF SEC. <u>31</u> TWP. <u>18-S</u> RGE. <u>37-E</u> NMPM									
15. Date Spudded		16. Date T.D. Reached		17. Date Compl. (Ready to Prod.)		18. Elevations (DF, RKB, RT, GR, etc.)		19. Elev. Casinghead	
6-21-65		7-19-65				3737' GL 3749' DF		3735'	
20. Total Depth		21. Plug Back T.D.		22. If Multiple Compl., How Many		23. Intervals Drilled By		Rotary Tools	
7602'		6900'				0-7602'		Cable Tools	
24. Producing Interval(s), of this completion - Top, Bottom, Name									25. Was Directional Survey Made
None - Well TA by spotting two 50 sack plugs from 7350 to 7250' and 7000 to 6900'.									No
26. Type Electric and Other Logs Run									27. Was Well Cored
Fracture Finder Seismogram, Induction, Electric, Acoustic, Contact Mora and Caliper logs.									No
28. CASING RECORD (Report all strings set in well)									
CASING SIZE		WEIGHT LB./FT.		DEPTH SET		HOLE SIZE		CEMENTING RECORD	
13-3/8"		48#		325'		17-1/2"		400	
9-5/8"		36#		2948'		12-1/4"		850	
29. LINER RECORD									
SIZE		TOP		BOTTOM		SACKS CEMENT		SCREEN	
30. TUBING RECORD									
SIZE		DEPTH SET		PACKER SET					
31. Perforation Record (Interval, size and number)					32. ACID, SHOT, FRACTURE, CEMENT SQUEEZE, ETC.				
					DEPTH INTERVAL		AMOUNT AND KIND MATERIAL USED		
33. PRODUCTION									
Date First Production		Production Method (Flowing, gas lift, pumping - Size and type pump)						Well Status (Prod. or Shut-in)	
Date of Test		Hours Tested		Choke Size		Prod'n. For Test Period		Oil - Bbl.	
								Gas - MCF	
								Water - Bbl.	
								Gas - Oil Ratio	
Flow Tubing Press.		Casing Pressure		Calculated 24-Hour Rate		Oil - Bbl.		Gas - MCF	
								Water - Bbl.	
								Oil Gravity - API (Corr.)	
34. Disposition of Gas (Sold, used for fuel, vented, etc.)								Test Witnessed By	
35. List of Attachments									
36. I hereby certify that the information shown on both sides of this form is true and complete to the best of my knowledge and belief.									
SIGNED <u>R.C. Cappe</u> TITLE <u>District Superintendent</u> DATE <u>7-28-65</u>									

GENERAL OFFICE
Box 2040
TULSA 2, OKLA.

AMERADA PETROLEUM CORPORATION
Box 668
HOBBS, NEW MEXICO

July 28, 1965

MAILED-FILED

'65 AUG 2 AM 8 08

New Mexico Oil Conservation Commission
P. O. Box 1980
Hobbs, New Mexico

Gentlemen:

The following is a list of deviation surveys run on Amerada Petroleum Corporation's State WM "E" Well No. 3, Unit Letter "E", Sec. 31, T-18S, R-37E, Lea County, New Mexico.

150' - 3/4 deg.	2840' - 1-3/4 deg.	6100' - 2 deg.
327' - 3/4	3245' - 1-1/4	6230' - 2-1/4
566' - 1/4	4030' - 3/4	6260' - 2
818' - 1/4	4225' - 1	6300' - 2-1/2
1060' - 1	4460' - 1-1/4	6450' - 2-1/4
1340' - 1/4	4810' - 1-3/4	6640' - 1-3/4
1566' - 1/2	5025' - 1-1/2	6860' - 1-3/4
1795' - 3/4	5225' - 3/4	7005' - 2-1/4
1970' - 3/4	5415' - 1/4	7085' - 1-1/2
2224' - 3/4	5610' - 1	7295' - 2
2470' - 3/4	5860' - 1-1/2	7365' - 2-3/4
2720' - 1-1/2	6010' - 2	7440' - 2-1/2

I hereby affirm that the above information is true and complete to the best of my knowledge.

AMERADA PETROLEUM CORPORATION

D.C. Capps
D. C. Capps
District Superintendent

Subscribed and sworn to before me this the 28th day of July,
AD, 1965.

[Signature]
Notary Public in and for the
County of Lea.

My Commission Expires 1-7-67.

Amerada Petroleum Corporation
P. O. Box 668
Hobbs, New Mexico

MAIN OFFICE 000
Aug 2 1968

State WM "E" No. 3
Sec. 31, T-18S, R-37E,
Lea County, New Mexico

- D. S. T. #1 - 7311 to 7375' - 2 hr. test, 4-1/2" DP, 5/8" btm. & 1" top choke.
Opened tool at 2:18 AM with strong blow of air; gas to surface in 8 mins. Tool opened 2 hrs. - no fluid to surface. Closed tool at 4:18 AM for 2 hr. BU. Reversed out 5 bbls. oil, 3 bbls. saltwater & 1 bbl. drlg. mud. Recovered 90' or 1-1/4 bbl. saltwater below circulating sub. Gravity Corr. 41.2. HI - 3347, HO - 3347, IFP - 1973, FFP - 495 & 2 hr. BU in 10 min. intervals - 747, 873, 913, 953, 972, 988, 1000, 1014, 1028, 1042, 1056 & moderately increasing.
- D. S. T. #2 - 7377 to 7450' - 1 hr. test, 4-1/2" DP, 5/8" btm. & 1" top choke.
Opened tool at 2:18 PM with a very weak blow of air and then decreased and died in 11 mins. Tool open 1 hr. - no fluid or gas to surface. Closed tool for 5 mins. & then reopened for 5 mins. - no blow. Closed tool at 3:28 PM for 3 hr. BU. Recovered 12' or 4 gals. drlg. fluid above TC Valve. HI - 3411, HO - 3409, IFP - 57, FFP - 57 & 2 hr. BU in 10 min. intervals - 65, 67, 72, 74, 76, 80, 82, 84, 86, 90, 93, 95, 97, 99, 101, 103, 105 & slowly increasing.
- D. S. T. #3 - 6984 to 7194' - 1 hr. test, 4-1/2" DP, 5/8" btm. & 1" top choke.
Opened tool at 2:13 AM with very weak blow of air and then decreased & died in 17 mins. - no fluid or gas to surface. Closed tool at 3:13 AM for 3 hr. BU. Finished BU & reopened tool for 3 mins. at 6:13 AM with no blow and then closed tool. Recovered 288' or 2 bbls. drlg. fluid. No show of oil or gas. HI - 3218, HO - 3224, IFP - 48, FFP - 141 & 2 hr. BU in 10 min. intervals - 2380, 2577, 2608, 2633, 2656, 2668, 2680, 2687, 2693, 2697, 2701, 2705, 2708, 2710, 2712, 2714, 2716, 2716 & slowly increasing.

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NEW MEXICO OIL CONSERVATION COMMISSION

Form C-103
Supersedes Old
C-102 and C-103
Effective 1-1-65

MAIN OFFICE
JUL 22 1 02 PM '65
JUL 22 1 02 PM '65

5a. Indicate Type of Lease State <input checked="" type="checkbox"/> Fee <input type="checkbox"/>
5. State Oil & Gas Lease No. B-1431
7. Unit Agreement Name
8. Farm or Lease Name State WM "E"
9. Well No. 3
10. Field and Pool, or Wildcat Goodwin Abo
12. County Lea

SUNDRY NOTICES AND REPORTS ON WELLS

(DO NOT USE THIS FORM FOR PROPOSALS TO DRILL OR TO DEEPEN OR PLUG BACK TO A DIFFERENT RESERVOIR. USE "APPLICATION FOR PERMIT -" (FORM C-101) FOR SUCH PROPOSALS.)

1. OIL WELL <input type="checkbox"/> GAS WELL <input type="checkbox"/> OTHER- Drilling
2. Name of Operator Amerada Petroleum Corporation
3. Address of Operator P. O. Box 668, Hobbs, New Mexico
4. Location of Well UNIT LETTER E, 660 FEET FROM THE West LINE AND 1980 FEET FROM THE North LINE, SECTION 31 TOWNSHIP 18-S RANGE 37-E NMPM.
15. Elevation (Show whether DF, RT, GR, etc.)

Check Appropriate Box To Indicate Nature of Notice, Report or Other Data

NOTICE OF INTENTION TO:

PERFORM REMEDIAL WORK <input type="checkbox"/>	PLUG AND ABANDON <input type="checkbox"/>
TEMPORARILY ABANDON <input checked="" type="checkbox"/>	CHANGE PLANS <input type="checkbox"/>
PULL OR ALTER CASING <input type="checkbox"/>	OTHER <input type="checkbox"/>

SUBSEQUENT REPORT OF:

REMEDIAL WORK <input type="checkbox"/>	ALTERING CASING <input type="checkbox"/>
COMMENCE DRILLING OPNS. <input type="checkbox"/>	PLUG AND ABANDONMENT <input type="checkbox"/>
CASING TEST AND CEMENT JOB <input type="checkbox"/>	OTHER <input type="checkbox"/>

17. Describe Proposed or Completed Operations (Clearly state all pertinent details, and give pertinent dates, including estimated date of starting any proposed work) SEE RULE 1103.

Finished drilling 8-3/4" hole to 7602' at 3:00 AM 7-19-65.
Received authority to temporarily abandon from Mr. E. F. Engbrecht by telephone conversation 7-19-65. Spotted two 50 sacks Class "A" Cement plugs as follows: 7250 to 7350' and 6900 to 7000'.
Left all of the 13-3/8" and 9-5/8" casing in hole. Will install necessary well head equipment to close well in.
Well temporarily abandoned as of 7-19-65. Plan to hold for possible future use as a salt water disposal well.

18. I hereby certify that the information above is true and complete to the best of my knowledge and belief.

SIGNED D. C. La Pate TITLE District Superintendent DATE 7-22-65

APPROVED BY _____ TITLE _____ DATE _____

CONDITIONS OF APPROVAL, IF ANY:

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OPERATOR	

NEW MEXICO OIL CONSERVATION COMMISSION

Form C-103
Supersedes Old
C-102 and C-103
Effective 1-1-65

5a. Indicate Type of Lease State <input checked="" type="checkbox"/> Fee <input type="checkbox"/>
5. State Oil & Gas Lease No. B-1431
7. Unit Agreement Name
8. Farm or Lease Name State WM "E"
9. Well No. 3
10. Field and Pool, or Wildcat Goodwin Abo
12. County Lea

SUNDRY NOTICES AND REPORTS ON WELLS

(DO NOT USE THIS FORM FOR PROPOSALS TO DRILL OR TO DEEPEN OR PLUG BACK TO A DIFFERENT RESERVOIR. USE "APPLICATION FOR PERMIT -" (FORM C-101) FOR SUCH PROPOSALS.)

1. OIL WELL <input type="checkbox"/> GAS WELL <input type="checkbox"/> OTHER: Drilling
2. Name of Operator Amerada Petroleum Corporation
3. Address of Operator P. O. Box 668 - Hobbs, New Mexico
4. Location of Well UNIT LETTER E , 660 FEET FROM THE West LINE AND 1980 FEET FROM THE North LINE, SECTION 31 TOWNSHIP 18-S RANGE 37-E NMPM.

15. Elevation (Show whether DF, RT, GR, etc.)

Check Appropriate Box To Indicate Nature of Notice, Report or Other Data

NOTICE OF INTENTION TO:

PERFORM REMEDIAL WORK <input type="checkbox"/>	PLUG AND ABANDON <input type="checkbox"/>
TEMPORARILY ABANDON <input type="checkbox"/>	CHANGE PLANS <input type="checkbox"/>
PULL OR ALTER CASING <input type="checkbox"/>	OTHER <input type="checkbox"/>

SUBSEQUENT REPORT OF:

REMEDIAL WORK <input type="checkbox"/>	ALTERING CASING <input type="checkbox"/>
COMMENCE DRILLING OPNS. <input checked="" type="checkbox"/>	PLUG AND ABANDONMENT <input type="checkbox"/>
CASING TEST AND CEMENT JOB <input checked="" type="checkbox"/>	OTHER <input type="checkbox"/>

17. Describe Proposed or Completed Operations (Clearly state all pertinent details, and give pertinent dates, including estimated date of starting any proposed work) SEE RULE 1103.

Spudded 17-1/2" hole at 1:30 PM and finished to 327' at 9:30 PM 6-21-65.
Ran 10 jts. 13-3/8" OD casing set at 325'. Cemented with 125 sacks 50-50 Pozmix, 125 sacks reg. neat cement and 150 sacks Reg. Incor Class "C" cement. Total 400 sacks. Pumped plug to 275' at 4:05 AM 6-22-65 with 300# max. PP. Cement circulated. Waited 19-1/2 hrs. Tested 13-3/8" casing with 750# for 1/2 hr. Held OK. Drilled cement, plug & shoe.
Started drilling 12-1/4" hole from 327' at 12:45 AM 6-23-65.

18. I hereby certify that the information above is true and complete to the best of my knowledge and belief.

SIGNED *H. Blapp* TITLE District Superintendent DATE June 23, 1965
APPROVED BY *Joe Ramsey* TITLE _____ DATE _____
CONDITIONS OF APPROVAL, IF ANY:

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NEW MEXICO OIL CONSERVATION COMMISSION

Form C-103
Supersedes Old
C-102 and C-103
Effective 1-1-65

65 JUL 2 AM 3:10

5a. Indicate Type of Lease	
State <input checked="" type="checkbox"/>	Fee <input type="checkbox"/>
5. State Oil & Gas Lease No.	
B-1431	

SUNDRY NOTICES AND REPORTS ON WELLS

(DO NOT USE THIS FORM FOR PROPOSALS TO DRILL OR TO DEEPEN OR PLUG BACK TO A DIFFERENT RESERVOIR. USE "APPLICATION FOR PERMIT -" (FORM C-101) FOR SUCH PROPOSALS.)

1. OIL WELL <input type="checkbox"/> GAS WELL <input type="checkbox"/> OTHER- Drilling		7. Unit Agreement Name
2. Name of Operator Amerada Petroleum Corporation		8. Farm or Lease Name State WM "E"
3. Address of Operator P.O. Box 668 - Hobbs, New Mexico		9. Well No. 3
4. Location of Well UNIT LETTER E 660 FEET FROM THE West LINE AND 1980 FEET FROM THE North LINE, SECTION 31 TOWNSHIP 18-S RANGE 37-E NMPM.		10. Field and Pool, or Wildcat Goodwin Abo
15. Elevation (Show whether DF, RT, GR, etc.)		12. County Lea

Check Appropriate Box To Indicate Nature of Notice, Report or Other Data
NOTICE OF INTENTION TO:

PERFORM REMEDIAL WORK <input type="checkbox"/>	PLUG AND ABANDON <input type="checkbox"/>
TEMPORARILY ABANDON <input type="checkbox"/>	CHANGE PLANS <input type="checkbox"/>
PULL OR ALTER CASING <input type="checkbox"/>	OTHER <input type="checkbox"/>

SUBSEQUENT REPORT OF:

REMEDIAL WORK <input type="checkbox"/>	ALTERING CASING <input type="checkbox"/>
COMMENCE DRILLING OPNS. <input type="checkbox"/>	PLUG AND ABANDONMENT <input type="checkbox"/>
CASING TEST AND CEMENT JOB <input checked="" type="checkbox"/>	OTHER <input type="checkbox"/>

17. Describe Proposed or Completed Operations (Clearly state all pertinent details, and give pertinent dates, including estimated date of starting any proposed work) SEE RULE 1103.

Finished drilling 12-1/4" hole to 2948' at 4:15 PM 6-25-65.
Ran 9 1/2 jts. 9-5/8" OD 36# casing set at 2948'. Cemented with 200 sacks Class "C" Incor cement with 8% Gel, saturated salt & .5% CFR-2, 450 sacks Class "C" Incor cement w/8% Gel, & saturated salt & 200 sacks Class "C" Incor cement with 10% salt & .5% CFR-2. Total 850 sacks. Pumped plug to 2881' at 5:00 AM 6-26-65 with 1200# Max. PP. Ran temperature survey. Found top of cement on outside 9-5/8" casing at 379' of 43% fill. Waited 24 hrs. Tested 9-5/8" casing with 1400# for 1/2 hr. Held OK. Drilled plug, cement & show. Started drilling 8-1/4" hole from 2948' at 6:30 AM 6-27-65.

18. I hereby certify that the information above is true and complete to the best of my knowledge and belief.

SIGNED <u>J. C. Cappe</u>	TITLE <u>District Superintendent</u>	DATE <u>June 28, 1965</u>
APPROVED BY <u>Joe L. Ramirez</u>	TITLE _____	DATE _____
CONDITIONS OF APPROVAL, IF ANY:		

NEW MEXICO OIL CONSERVATION COMMISSION
WELL LOCATION AND ACREAGE DEDICATION PLAT

FORM C-128
Revised 5/1/57

SEE INSTRUCTIONS FOR COMPLETING THIS FORM ON THE REVERSE SIDE

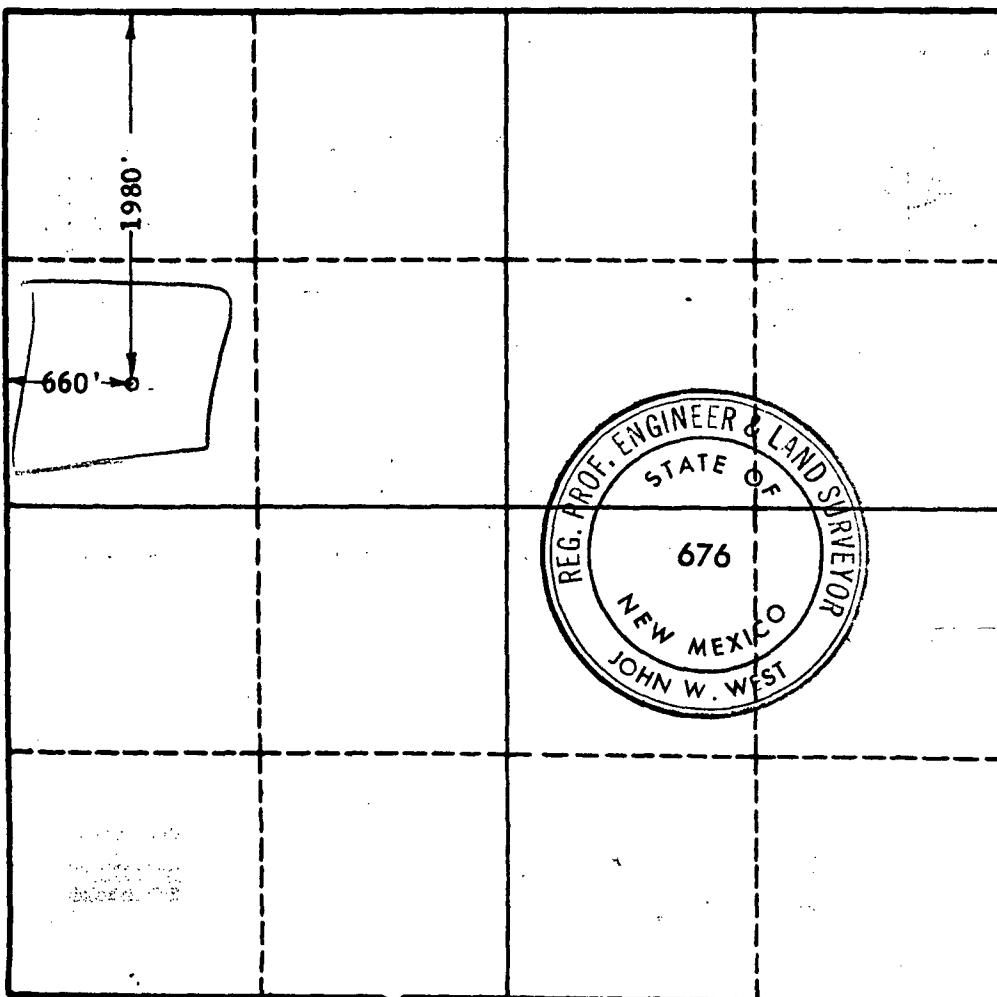
SECTION A

Operator AMERADA PETROLEUM CORP.		Lease STATE WME		Well No. 3
Unit Letter E	Section 31	Township 18 SOUTH	Range 37 EAST	County LEA
Actual Footage Location of Well: 1980 feet from the NORTH line and 660 feet from the WEST line				
Ground Level Elev.	Producing Formation Abo	Pool Goodwin Abo	Dedicated Acreage: 39.67 Acres	

1. Is the Operator the only owner in the dedicated acreage outlined on the plat below? YES ☒ NO ____ ("Owner" means the person who has the right to drill into and to produce from any pool and to appropriate the production either for himself or for himself and another. (65-3-29 (e) NMSA 1935 Comp.)
2. If the answer to question one is "no," have the interests of all the owners been consolidated by communitization agreement or otherwise? YES ____ NO ____ . If answer is "yes," Type of Consolidation ____
3. If the answer to question two is "no," list all the owners and their respective interests below:

Owner	Land Description

SECTION B



CERTIFICATION

I hereby certify that the information in SECTION A above is true and complete to the best of my knowledge and belief.

Name
John W. West
Position
Asst. Dist. Superintendent
Company
Amerada Petroleum Corp.
Date
June 11, 1965

I hereby certify that the well location shown on the plat in SECTION B was plotted from field notes of actual surveys made by me or under my supervision, and that the same is true and correct to the best of my knowledge and belief.

Date Surveyed
6-9-65
Registered Professional Engineer and/or Land Surveyor, JOHN W. WEST
John W. West
Certificate No.
N.M. - P.E. & L.S. NO. 676

0 330 660 990 1320 1650 1980 2310 2640 2000 1500 1000 500 0

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NEW MEXICO OIL CONSERVATION COMMISSION

Form C-101
Revised 1-4-65

5A. Indicate Type of Lease	
STATE <input checked="" type="checkbox"/>	FEE <input type="checkbox"/>
5. State Oil & Gas Lease No.	
B-1431	

APPLICATION FOR PERMIT TO DRILL, DEEPEN, OR PLUG BACK

1a. Type of Work		7. Unit Agreement Name	
b. Type of Well DRILL <input checked="" type="checkbox"/> DEEPEN <input type="checkbox"/> PLUG BACK <input type="checkbox"/> OIL WELL <input checked="" type="checkbox"/> GAS WELL <input type="checkbox"/> OTHER <input type="checkbox"/> SINGLE ZONE <input type="checkbox"/> MULTIPLE ZONE <input type="checkbox"/>		8. Farm or Lease Name	
2. Name of Operator		9. Well No.	
Amerada Petroleum Corporation		3	
3. Address of Operator		10. Field and Pool, or Wildcat	
P. O. Box 668 - Hobbs, New Mexico		Goodwin Ab.	
4. Location of Well UNIT LETTER <u>E</u> LOCATED <u>660</u> FEET FROM THE <u>West</u> LINE AND <u>1980</u> FEET FROM THE <u>North</u> LINE OF SEC. <u>31</u> TWP. <u>18S</u> RGE. <u>37E</u> NMPM		12. County	
		Lea	
19. Proposed Depth		19A. Formation	20. Rotary or C.T.
7600'		Ab.	Rotary
21. Elevations (Show whether DF, RT, etc.)	21A. Kind & Status Plug. Bond	21B. Drilling Contractor	22. Approx. Date Work will start
	Blanket	McVay Drlg. Co.	6-22-65

PROPOSED CASING AND CEMENT PROGRAM

SIZE OF HOLE	SIZE OF CASING	WEIGHT PER FOOT	SETTING DEPTH	SACKS OF CEMENT	EST. TOP
17-1/2"	13-3/8"	48#	325'	400	Circulate
12-1/4"	9-5/8"	36#	3000'	1250	1500'
8-3/4"	2-Strings 3-1/2" Reg.	9.2#	7600'	775	4000'

Plan to Dual in Drinkard Zone.

IN ABOVE SPACE DESCRIBE PROPOSED PROGRAM: IF PROPOSAL IS TO DEEPEN OR PLUG BACK, GIVE DATA ON PRESENT PRODUCTIVE ZONE AND PROPOSED NEW PRODUCTIVE ZONE. GIVE BLOWOUT PREVENTER PROGRAM, IF ANY.

I hereby certify that the information above is true and complete to the best of my knowledge and belief.

Signed [Signature] Title Asst. Dist. Superintendent Date June 16, 1965
(This space for State Use)

APPROVED BY [Signature] TITLE [Signature] DATE JUN 17 1965

CONDITIONS OF APPROVAL, IF ANY:

NMPRC Corporation Information Inquiry

- [Follow this link to start a new search.](#)

PHILIP ENVIRONMENTAL SERVICES CORPORATION

(MISSOURI Corporation)

SCC Number: **1554104**
Tax & Revenue Number: **02156848000**
Qualification Date: **FEBURARY 10, 1992, in NEW MEXICO**
Corporation Type: **FOREIGN PROFIT**
Corporation Status: **ACTIVE**
Good Standing: **In GOOD STANDING through 3/15/2001**
Purpose: **INSUSTRIAL SERVICES**

CORPORATION DATES

Taxable Year End Date: 12/31/00
Filing Date: //
Expiration Date:

SUPPLEMENTAL POST MARK DATES

Supplemental: 06/22/95
Name Change: 06/22/95
Purpose Change:

MAILING ADDRESS

210 W. SAND BANK ROAD COLUMBIA , ILLINOIS 62236

PRINCIPAL ADDRESS

4000 MONROE ROAD FARMINGTON NEW MEXICO 87401

PRINCIPAL ADDRESS (Outside New Mexico)

210 W. SAND BANK ROAD COLUMBIA ILLINOIS 62236

REGISTERED AGENT**CT CORPORATION SYSTEM**

123 EAST MARCY SANTA FE NEW MEXICO 87501

Designation date: 05/07/99

Agent Post Mark Date:

Resignation date:

COOP LICENSE INFORMATION

Number:

Type:

Expiration Year:

OFFICERS

President **THOMAS, ALEC**

Vice President **PETERSON, TOM**

Secretary **SOULE, COLIN M.**

Treasurer **RAMIREZ, MICHAEL**

DIRECTORS

Date Election of Directors:

THOMAS, ALEC 210 W. SAND BANK ROAD COLUMBIA , IL 62236

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1-888-414-3320 Office
(915) 524-4993 Fax
Jgrider@Lotusllc.com
DSnow@Lotusllc.com
Jhudson@Lotusllc.com



Located on the high plains of West Texas, LOTUS, LLC is a fully licensed off-loading, processing and decontamination operation established to handle naturally occurring radioactive material (NORM). This state-of-the-art facility also maintains the most secure and remote deep well injection site currently available for NORM disposal.

The area surrounding LOTUS #1 is void of oil and gas production in a radius that exceeds two miles, and the well's permitted injection zone has been recorded on file as *formations non-productive of oil and gas.* In addition, LOTUS #1 is situated 19 miles from the nearest community and six miles from the nearest inhabited dwelling. This combined with the area's geological integrity make LOTUS, LLC *the clear and responsible choice for NORM disposal.*



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Last modified: Aug 30, 2000

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THE LOTUS DISPOSAL PROCESS

RECEIPT, DOCUMENTATION AND LABORATORY ANALYSIS

Naturally occurring radioactive material (NORM) generated from exploration and production activities with no restrictions on Ra266/Ra228 activity levels is received at the LOTUS disposal facility, documented, and sampled for analysis by Gamma Spectroscopy

PARTICULATE REDUCTION

NORM contaminated solids are reduced in size to approximately 200 mesh fine by a three stage crushing and milling process.

POLYMERIZATION

Cross-linking polymers and mix water are introduced to the milled fines in a high volume slurrification process.

UNIFORMITY

The polymerized slurry is tested for consistent solids suspension and uniform slurry weight.

INJECTION

The NORM slurry is deep well injected into an RRC permitted injection well for NORM disposal. The NORM slurry is entombed forever in non-productive formations which are sealed by massive dolomite and anhydrite formations.

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The LOTUS Disposal Facility and the LOTUS well #1 are permitted for the management and disposal, by injection, of oil and gas NORM waste by the Railroad Commission of Texas, pursuant to Statewide Rule 94.

The LOTUS Disposal Facility has implemented procedures and training which ensure compliance with RRC Statewide Rule 94, Texas Regulations for the Control of Radiation, OSHA, and the EPA. The procedures are audited regularly and updated and amended as needed.

Documentation is provided to the generators of oil and gas NORM waste which verifies that the material was received, processed, disposed of, and that all containers were decontaminated allowing unrestricted use in accordance with all applicable statutes and regulations.

Dan Snow
General Manager

Jeff Hudson
Regulatory Affairs Manager

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Last modified: Aug 30, 2000

NORM SERVICES RATE SHEET

Effective 04/01/99

NORM Processing and Deep Well Injection \$150.00 per 42 gallon bbl
NORM Processing and Deep Well Injection \$196.50 per 55 gallon drum
Pipe and Tubular Decontamination \$.75 per foot, 2 pass internal (additional passes, internal or external) \$150.00 per hour
Vessel Decontamination \$150.00 per hour (our location)
<i>Call for quote on large volume projects. Per drum price includes drum decontamination and disposal.</i>
FIELD SERVICES RATE SHEET
Radiation Safety Officer Services \$75.00 per hour
NORM Surveyor \$55.00 per hour
Per Diem \$100.00 per man/day
Company Vehicle \$ 0.54 per mile
Rental Vehicle \$65.00 per day
3 or 4 Man NORM Crew Call for quote (includes mob/demob)
NORM Crew per diem \$75.00 per day/man
Project Management Call for quote
Site Assessment Call for quote
Gamma Spectroscopy \$100.00 per sample
Air Sampling \$35.00 per pump/day
Gross Alpha/Beta Analysis \$35.00 per sample
Other Analytical Services Call for quote
NORM Transportation Call for quote
Roll-Off Container Rental \$12.00 per container \$300.00 per month

SURCHARGE ITEMS
Overpak Decontamination \$20.00 per overpak
Overpak Disposal \$15.00 per overpak
Vacuum Truck Decontamination \$150.00 per hour (3 man crew)
Roll-Off Container Decontamination \$150.00 per hour (3 man crew)
Cutting Box Decontamination \$150.00 per hour (3 man crew)
End Dump Decontamination \$150.00 per hour (3 man crew)
Decontamination of Excess Foreign Material \$150.00 per hour (3 man crew)
Box Liner Decontamination \$150.00 per hour (3 man crew)
Box Liner Disposal \$ 25.00 per box liner
Filter Decontamination Call for quote
<i>Hazardous and Non-Harazrdous Waste Disposal Available Upon Request Call for Transportation and Disposal Quote</i>

Back to the Top of the page

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1-888-414-3320 Office
(915) 524-4993 Fax
JGrider@Lotusllc.com
DSnow@Lotusllc.com



Dan Snow
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dsnow@lotusllc.com

Jeff Hudson
Regulatory Affairs Manager
jhudson@lotusllc.com

Verlene Dagenhart
Office Manager
vdhart@lotusllc.com

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INDUSTRIAL SERVICES GROUP

Central Region

June 25, 2001

Martyne J. Kieling
Environmental Geologist
1220 South St. Francis Drive
Santa Fe, NM 87505

RE: Progress Report, EMNRD-OCD No. 01-521-07-151

Dear Ms. Kieling:

Attached is a spreadsheet detailing costs to date for the above-mentioned project. The costs include previously approved and completed investigation and well installation work. PSC mobilized to the project on Monday, June 18, 2001. The site remediation work began the next day.

The overflow pit excavation, tank demolition, and site cleanup is in progress. Through Saturday, June 23, 2001, the pit excavation has exceeded original projections. Excavation depth is up to 22 feet, the south, east, and north perimeters are extended 15, 15, and 5 feet respectively. Additionally, mixing with existing pit soil and some imported backfill has solidified the pit contents. The time expended on this task was 19 hours.

Total soil transported to J&L Landfarm is 1,808 cubic yards. 1,556 cubic yards of backfill has been brought to the site of which 160 yards was used as solidifying agent for the pit. The berms around the pit tanks were removed and used as solidifying agent.

The tank demolition work is 15% complete. The site debris has been collected into 2 roll-off boxes and transported to CRI for disposal. Samples have been pulled from the NORM and South Treater Tank to assess product-recycling value.

Please contact me at 940/391-4548 if you have questions concerning this report.

Sincerely,

PSC

A handwritten signature in black ink, appearing to read "Glenn Smalley", with a long, sweeping underline.

Glenn Smalley
Sr. Project Manager

Combining the Strengths of Philip Services Corp., Allwaste and Serv-Tech

6845 Dixie Drive • Houston, Texas 77087 • (713)495-3204 • FAX (713)649-3807

1440 Sens Road • LaPorte, Texas 77571 • Main: (281) 470-1388 • Fax: (281) 470-1399



6/25/01

PROGRESS REPORT

PSC PROJECT NO. 62800404
 EMNRD-OCD No. 01-521-07-151
 Goodwin Treating Plant
 Hobbs, NM

ITEM No.	TECHNICAL SPECIFICATION	COMPLETE	PROPOSED COST	COST TO DATE
1	Sub-surface Investigation	X	\$ 5,640.00	\$ 5,640.00
2	Well completion	X	\$ 2,200.00	\$ 2,200.00
3	Groundwater sampling	X	\$ 2,030.00	\$ 2,030.00
4	NORM Requirements		\$ 55,500.00	\$ 2,274.53
5	NORM survey & lab analysis		\$ 4,700.00	\$ 4,700.00
6	Tank fluid removal & disposal		\$ 14,700.00	
7	Tank solids removal & disposal		\$ 6,500.00	
8	Tank and equipment removal		\$ 20,400.00	\$ 3,060.00
9	Near-surface contamination investigation, 35 lab samples		\$ 6,600.00	
10	Contaminated soil removal (based on 1,450cy)		\$ 38,150.00	\$ 47,458.00
11	Backfill		\$ 25,600.00	\$ 19,450.00
12	Phase 1 report	X	\$ 2,000.00	\$ 2,000.00
13	Phase 2 report	X	\$ 2,000.00	\$ 2,000.00
14	Phase 3 report		\$ 3,300.00	
	Subtotal		\$ 189,320.00	
	Taxes		\$ 9,939.30	\$ 1,265.92
	TOTAL		\$ 199,259.30	
*	Additional Materials, wells	X		\$ 50.75
CO	Change order, NORM survey	X		\$ 5,492.50
**	Soil solidification, 19 Hrs.			\$ 1,805.00
	Estimated Total To Date			\$ 99,426.70

✓ = \$68,713
 Assigned to well

Glenn Smalley
Sr. Project Manager
Philip Services Corp
7264 Somerset Lane
Aubrey, Texas 76227
940/387-8376
FAX 225/882-1314

facsimile transmittal

To: Martyne J. Kieling

Fax: 505/476-3462

From: Glenn Smalley

Date: 06/25/01

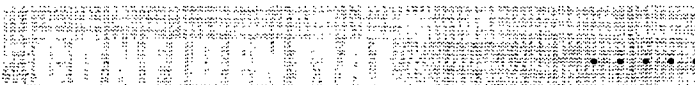
Re: Goodwin Treating, Hobbs

Pages: 3, including this cover page

CC: [Click here and type name]

☐ Urgent ☐ For Review ☐ Please Comment ☐ Please Reply ☐ Please Recycle

Notes:





INDUSTRIAL SERVICES GROUP

Central Region

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6/25/01

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14	Phase 3 report		\$ 3,300.00	
	Subtotal		\$ 189,320.00	
	Taxes		\$ 9,939.30	\$ 1,265.92
	TOTAL		\$ 199,259.30	
*	Additional Materials, wells	X		\$ 50.75
CO	Change order, NORM survey	X		\$ 5,492.50
**	Soil solidification, 19 Hrs.			\$ 1,805.00
	Estimated Total To Date			\$ 99,426.70

Glenn Smalley
Sr. Project Manager
Philip Services Corp
7264 Somerset Lane
Aubrey, Texas 76227
940/387-8376
FAX 225/882-1314

facsimile transmittal

To: Martyne J. Kieling

Fax: 505/476-3462

From: Glenn Smalley

Date: 06/25/01

Re: Goodwin Treating, Hobbs

Pages: 3, including this cover page

CC: [Click here and type name]

☐ Urgent

☐ For Review

☐ Please Comment

☐ Please Reply

☐ Please Recycle

Notes:





PHONE (915) 673-7001 • 2111 BEECHWOOD • ABILENE, TX 79603

PHONE (505) 393-2326 • 101 E. MARLAND • HOBBS, NM 88240

ANALYTICAL RESULTS FOR
 PHILIP ENVIRONMENTAL
 ATTN: MORGAN KILLION
 4000 MONROE ROAD
 FARMINGTON, NM 87401
 FAX TO:

Receiving Date: 06/26/01
 Reporting Date: 06/27/01
 Project Owner: GOODWIN
 Project Name: GOODWIN TREATMENT
 Project Location: NOT GIVEN

Sampling Date: 06/26/01
 Sample Type: SOIL
 Sample Condition: COOL & INTACT
 Sample Received By: GP
 Analyzed By: BC/AH

LAB NUMBER	SAMPLE ID	GRO (C ₆ -C ₁₀) (mg/Kg)	DRO (>C ₁₀ -C ₂₈) (mg/Kg)	CI* (mg/Kg)
------------	-----------	--	--	----------------

ANALYSIS DATE	06/26/01	06/26/01	06/27/01
H5944-1 GOODWIN 001	92.8	1140	4300
H5944-2 GOODWIN 002	<50	649	2460
H5944-3 GOODWIN 003	<50	<50	3460
H5944-4 GOODWIN 004	<50	<50	2880
H5944-5 GOODWIN 005	<50	<50	8840
H5944-6 GOODWIN 006	<50	<50	2840
Quality Control	766	831	961
True Value QC	800	800	1000
% Recovery	95.8	104	96.1
Relative Percent Difference	2.0	0.6	4.1

Bottom 35'
~~West side 20'~~
 South side 20'

METHODS: TPH GRO & DRO: EPA SW-846 8015 M; CI: Std. Methods 4500-CI^B

*Analyses performed on 1:4 w:v aqueous extracts.

Burgess for Cooke
 Chemist

6/27/01
 Date

H5944A.XLS

PLEASE NOTE: Liability and Damages. Cardinal's liability and client's exclusive remedy for any claim arising, whether based in contract or tort, shall be limited to the amount paid by client for analyses. All claims, including those for negligence and any other cause whatsoever shall be deemed waived unless made in writing and received by Cardinal within thirty (30) days after completion of the applicable service. In no event shall Cardinal be liable for incidental or consequential damages, including, without limitation, business interruptions, loss of use, or loss of profits incurred by client, its subsidiaries, affiliates or successors arising out of or related to the performance of services hereunder by Cardinal, regardless of whether such claim is based upon any of the above-stated reasons or otherwise.



PHONE (915) 873-7001 • 2111 BEECHWOOD • ABILENE, TX 79603

PHONE (505) 393-2326 • 101 E. MARLAND • HOBBS, NM 88240

ANALYTICAL RESULTS FOR
 PHILIP ENVIRONMENTAL
 ATTN: MORGAN KILLION
 4000 MONROE ROAD
 FARMINGTON, NM 87401
 FAX TO:

Receiving Date: 06/26/01
 Reporting Date: 06/27/01
 Project Owner: GOODWIN
 Project Name: GOODWIN TREATMENT
 Project Location: NOT GIVEN

Sampling Date: 06/26/01
 Sample Type: SOIL
 Sample Condition: COOL & INTACT
 Sample Received By: GP
 Analyzed By: BC

LAB NO.	SAMPLE ID	BENZENE (mg/Kg)	TOLUENE (mg/Kg)	ETHYL BENZENE (mg/Kg)	TOTAL XYLENES (mg/Kg)
ANALYSIS DATE		06/26/01	06/26/01	06/26/01	06/26/01
H5944-1	GOODWIN 001	<0.005	0.115	0.527	1.43
H5944-2	GOODWIN 002	<0.005	0.037	0.048	0.144
H5944-3	GOODWIN 003	<0.005	<0.005	<0.005	<0.015
H5944-4	GOODWIN 004	<0.005	<0.005	<0.005	<0.015
H5944-5	GOODWIN 005	<0.005	<0.005	<0.005	<0.015
H5944-6	GOODWIN 006	<0.005	<0.005	<0.005	<0.015
Quality Control		0.109	0.098	0.096	0.276
True Value QC		0.100	0.100	0.100	0.300
% Recovery		109	98.4	95.5	92.0
Relative Percent Difference		2.6	0.7	4.7	3.8

Bottom East
 West side Bottom
 South side

METHOD: EPA SW-846 8260

Bryant P. Ashe
 Chemist

6/27/01
 Date

H5944B.XLS

PLEASE NOTE: Liability and Damages. Cardinal's liability and client's exclusive remedy for any claim arising, whether based in contract or tort, shall be limited to the amount paid by client for analyses. All claims, including those for negligence and any other cause whatsoever shall be deemed waived unless made in writing and received by Cardinal within thirty (30) days after completion of the applicable service. In no event shall Cardinal be liable for incidental or consequential damages, including, without limitation, business interruptions, loss of use, or loss of profits incurred by client, its subsidiaries, affiliates or successors arising out of or related to the performance of services hereunder by Cardinal, regardless of whether such claim is based upon any of the above-stated reasons or otherwise.

PHILIP**Chain of Custody Record**4000 Monroe Road
Farmington, NM 87401(505) 326-2262 Phone
(505) 326-2388 FAX

COC Serial No. C 2879

Project Name <i>Goodwin Treatment Plant</i>				Total Number of Bottles		Type of Analysis and Bottle <i>TPH 2015 modified BTEX 8021 Chloride</i>	Comments
Project Number <i>6280404</i> Phase Task							
Samplers <i>Morgan Killion</i>							
Laboratory	Name	Location	Sample Number (and depth)	Date	Time	Matrix	
			<i>Goodwin 001</i>	<i>6-26-01</i>	<i>1500</i>	<i>Soil</i>	<i>Bottom East 35'</i>
			<i>Goodwin 002</i>	<i>6-26-01</i>	<i>1500</i>	<i>Soil</i>	<i>Bottom West 35'</i>
			<i>Goodwin 003</i>	<i>6-26-01</i>	<i>1505</i>	<i>Soil</i>	<i>Eastwell 20'</i>
			<i>Goodwin 004</i>	<i>6-26-01</i>	<i>1510</i>	<i>Soil</i>	<i>Eastwell 3'</i>
			<i>Goodwin 005</i>	<i>6-26-01</i>	<i>1515</i>	<i>Soil</i>	<i>South 50'</i>
			<i>Goodwin 006</i>	<i>6-26-01</i>	<i>1520</i>	<i>Soil</i>	<i>South Well 3'</i>

Relinquished by:

Signature

Date

Time

Signature

Date

Time

Received By:

Samples Iced:

☒ Yes ☐ No

Carrier:

Airbill No.

Preservatives (ONLY for Water Samples)

☐ Cyanide Sodium hydroxide (NaOH)☐ Volatile Organic Analysis Hydrochloric acid (HCl)☐ Metals Nitric acid (HNO3)☐ TPH (418.1) Sulfuric acid (H2SO4)☐ Other (Specify) _____☐ Other (Specify) _____

Shipping and Lab Notes:


CARDINAL LABORATORIES, INC.

 2111 Beechwood, Abilene, TX 79603 101 East Marland, Hobbs, NM 88240
 (915) 673-7001 Fax (915) 673-7020 (505) 393-2328 Fax (505) 393-2476

320-9681

CHAIN-OF-CUSTODY AND ANALYSIS REQUEST

Page ____ of ____

Company Name: Public Environmental		P.O. #:		BILL TO		ANALYSIS REQUEST										
Project Manager: Morgan Killion		Company:														
Address: 4000 Monroes Road		Attn:														
City: FARMINGTON State: NM Zip: 87401		Address:														
Phone #: 505-326-2262 Fax #:		City:														
Project #: Goodwin Project Owner:		State:														
Project Name: Goodwin Treatment Plant		Zip:														
Project Location:		Phone #:														
Sampler Name: Killion		Fax #:														
FOR LAB USE ONLY																
Lab I.D.	Sample I.D.	(G)RAB OR (C)OMP.	# CONTAINERS	MATRIX						DATE	TIME	BTEX	TPH	8015M	C	
				GROUNDWATER	WASTEWATER	SOIL	CRUDE OIL	SLUDGE	OTHER:							ACID/BASE:
43944-1	5000win 001	1	1	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
-2	Goodwin 002	1	1	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
-3	Goodwin 003	1	1	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
-4	Goodwin 004	1	1	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
-5	Goodwin 005	1	1	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
-6	Goodwin 006	1	1	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓

REMARKS:

Notes: All Containers must be sealed on all openings more than 30 days prior to the date of 30% per annum from the original date of analysis and all costs of analysis, including delivery fees.

† Cardinal cannot accept verbal changes. Please fax written changes to 505-393-2476.



Produced water overflow pit, looking SE.



Contaminated soil along east fence line, looking north.



Produced water overflow pit, looking west.



Produced water overflow pit, looking SW.



Buried PVC pipe along the east fence line that turned and headed west. Looking west.



Buried PVC pipe along the east fence line that turned and headed west. Looking north.



Buried PVC pipe, aboveground valve and thin-walled, blue, plastic pipe that went off site toward the NE approximately 840 feet and then turned and went north another 60 feet to a valve.



Location of buried pipeline 840 feet from Goodwin/Agua fenceline looking back at facility to the SW.



Stained soil along north/south portion of pipe, looking north toward valve.



Valve along pipe line.



Pipeline scar off site, looking SW toward facility.



Valve and pipe NE of facility 840 feet possibly an old tank battery site.



Soil/rock outside fence line to be used as clean backfill.



Valve NE of facility 840 feet possibly an old tank battery site.



Another capped pipe NE of facility 840 feet possibly an old tank battery site.



Produced water overflow pit down to 15 feet, looking SE.



Produced water overflow pit down to 15 feet, looking west.



Edge of produced water overflow pit along east fence line, looking north.



Produced water overflow pit down to 17 feet, looking west.



Tank 114 bailed and left for 24 hours. Contained 3 feet of sludge 2 inches of water and 3 inches of oil.



Tank 111 in foreground with red x (30.8 ± 0.86 pCi/g March 2001). Tank 112 behind tank 111 with red x (48.8 ± 1.24 pCi/g March 2001) (47.28 ± 2.50 pCi/g October 2000).



Tank 114 with red x
(32.9 +/- 1.23 pCi/g March 2001).



Tank 118 with red x
(33.8 +/- 1.16 pCi/g March 2001).

Goodwin Treating Plant tanks requiring additional sampling and final NORM evaluation.



Tank 111 in foreground with red x (30.8 ± 0.86 pCi/g March 2001)

Tank 112 behind tank 111 with red x (48.8 ± 1.24 pCi/g March 2001)
(47.28 ± 2.50 pCi/g October 2000)



Tank 114 with red x (32.9 ± 1.23 pCi/g March 2001)



Tank ~~114~~ with red x (33.8 +/- 1.16 pCi/g March 2001)
118

Goodwin/Agua tanks requiring additional sampling and final NORM evaluation.



Tank 111 in foreground with red x (30.8 ± 0.86 pCi/g March 2001)
Tank 112 behind tank 111 with red x (48.8 ± 1.24 pCi/g March 2001)
(47.28 ± 2.50 pCi/g October 2000)



Tank 114 with red x (32.9 ± 1.23 pCi/g March 2001)



Tank ~~114~~ with red x (33.8 +/- 1.16 pCi/g March 2001)
~~118~~



Produced water overflow pit excavation, looking East.



Produced water overflow pit excavation, looking SE. Depth 35 feet.



Tank removal. Tanks have leaked, looking east.



Produced water overflow pit excavation, looking south. Depth 35 feet



Produced water overflow pit excavation, looking NE. Tank 118.



Contaminated soil beneath the tank location, looking south.



Redwood tank contents. #121?



Tanks removed, some contaminated soil excavated, looking NW toward tanks 121, 111, and 112



Tank 121 MUD OIL



Base of tank 114



Tanks removed some contaminated soil excavated.



Bottom of redwood tank.



Redwood tank removal, looking east.



Redwood tank removal.



Sump box at a redwood tank.



Contents of a redwood tank.



Excavation of contaminated soil and solidification of tank bottom material. Tanks 115 and 114 remaining looking south.



Excavation of contaminated soil beneath tanks, looking SW.

District I
1625 N. French Dr., Hobbs, NM 88240
District II
811 South First, Artesia, NM 88210
District III
1000 Rio Brazos Road, Aztec, NM 87410
District IV
1220 S. St. Francis Dr., Santa Fe, NM 87505

State of New Mexico
Energy Minerals and Natural Resources

Oil Conservation Division
1220 South St. Francis Dr.
Santa Fe, NM 87505

Form C-138
Revised March 17, 1995

Submit Original
Plus 1 Copy
to Appropriate
District Office

REQUEST FOR APPROVAL TO ACCEPT SOLID WASTE

1. RCRA Exempt: <input type="checkbox"/> Non-Exempt: <input checked="" type="checkbox"/> Verbal Approval Received: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	4. Generator NMOC D 5. Originating Site Goodwin Treating Plant 6. Transporter CRI & Various 8. State New Mexico
2. Management Facility Destination Controlled Recovery, Inc.	
3. Address of Facility Operator P.O. Box 388, Hobbs	
7. Location of Material (Street Address or ULSTR) Goodwin Treating Plant	New Mexico
9. Circle One: A. All requests for approval to accept oilfield exempt wastes will be accompanied by a certification of waste from the Generator, one certificate per job. B. All requests for approval to accept non-exempt wastes must be accompanied by necessary chemical analysis to PROVE the material is not-hazardous and the Generator's certification of origin. No waste classified hazardous by listing or testing will be approved. All transporters must certify the wastes delivered are only those consigned for transport.	

BRIEF DESCRIPTION OF MATERIAL:

06-05-01

Redwood, tanks, debris, piping, drums, and miscellaneous trash generated from this site.

Enclosed is non-exempt certificate of waste status and process of knowledge letter.

Estimated Volume Unknown cy Known Volume (to be entered by the operator at the end of the haul) _____ cy

SIGNATURE Carmella Van Maanen TITLE: Bookkeeper DATE: 6-22-01
Waste Management Facility Authorized Agent

TYPE OR PRINT NAME: Carmella Van Maanen TELEPHONE NO. (505) 393-1079

(This space for State Use)
APPROVED BY: [Signature] TITLE: Environmental Analyst DATE: 6-22-01
APPROVED BY: _____ TITLE: _____ DATE: _____

New Mexico Oil Conservation Division
1220 South St. Francis Dr.

Santa Fe, N.M. 87505

Phone: (505) 476-3440

Fax: (505) 476-3462

June 22, 2001

To: Controlled Recovery, Inc.

P.O. Box 388

Hobbs, N.M. 88241

RE: Goodwin Treating Plant, Lea Co., New Mexico

The non-exempt waste from this site, "redwood, tanks, debris, piping, drums, and miscellaneous trash", is non-hazardous. The determination is based on the division's process knowledge.

By: 

Printed Name: Martyne Kiehl 6-22-01

New Mexico Oil Conservation Division

**CERTIFICATE OF WASTE STATUS
EXEMPT WASTE MATERIAL****ORIGINATING LOCATION:** Goodwin Treating Plant, Lea Co., N.M.**SOURCE:** Treating Plant Remediation by NMOCD**DISPOSAL LOCATION:** Controlled Recovery, Inc.Liquids, sludges, other materials from plant site.

I hereby certify, represent and warrant that the wastes are generated from oil and gas exploration and production operations exempt from Resource Conservation and Recovery Act (RCRA) Subtitle C Regulations; and not mixed with non-exempt wastes.

I, the undersigned as the agent for New Mexico Oil Conservation Division concur with the status of the waste from the subject site.

Name Martyn J. Kih. Martyn J. Kihling

Title Environmental Geologist

Address 1220 S. St. Francis Drive

Santa Fe, NM 87505

Signature Martyn J. Kih.

Date 6-22-01

CERTIFICATE OF WASTE STATUS
NON-EXEMPT WASTE MATERIAL
"AS REQUIRED BY NEW MEXICO OIL CONSERVATION DIVISION"

COMPANY / GENERATOR New Mexico Oil Conservation DivisionADDRESS 1220 S. St. Francis Dr., Santa Fe, NM 87505GENERATING SITE Goodwin Treating PlantCOUNTY Lea STATE NMTYPE OF WASTE Redwood, tanks, debris, piping, drums, other materials
on site.ESTIMATED VOLUME UnknownGENERATING PROCESS treating plant remediation from
past oilfield operationsREMARKS Unit E.
Section 31, T 18S R 37ENMOCD FACILITY Controlled Recovery, Inc.TRUCKING COMPANY CRI and others

As a condition of acceptance for disposal, I hereby certify that this waste is a non-exempt waste as defined by the Environmental Protection Agency's (EPA) July 1988 Regulatory Determination. To my knowledge, this waste will be analyzed pursuant to the provisions of 40 CFR Part 261 to verify the nature as non-hazardous. I further certify that to my knowledge "hazardous or listed waste" pursuant to the provisions of 40 CFR, Part 261, Subparts C and D, has not been added or mixed with the waste so as to make the resultant mixture a "hazardous waste" pursuant to the provisions of 40 CFR, Sections 2613.

AGENT Martine Kieling

SIGNATURE

NAME Martine Kieling

PRINTED

ADDRESS 1220 S. St. Francis Dr.Santa Fe, NM 87505DATE 6-22-01 ✓

District I
1625 N. French Dr., Hobbs, NM 88240
District II
811 South First, Artesia, NM 88210
District III
1000 Rio Brazos Road, Aztec, NM 87410
District IV
1220 S. St. Francis Dr., Santa Fe, NM 87505

State of New Mexico
Energy Minerals and Natural Resources

Oil Conservation Division
1220 South St. Francis Dr.
Santa Fe, NM 87505

Form C-138
Revised March 17, 1995

Submit Original
Plus 1 Copy
to Appropriate
District Office

REQUEST FOR APPROVAL TO ACCEPT SOLID WASTE

1. RCRA Exempt: <input type="checkbox"/> Non-Exempt: <input checked="" type="checkbox"/> Verbal Approval Received: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	4. Generator Equilon Pipeline
2. Management Facility Destination Controlled Recovery, Inc.	5. Originating Site Jal-Basin Station
3. Address of Facility Operator P.O. Box 388, Hobbs	6. Transporter CRI
7. Location of Material (Street Address or ULSTR) 2 miles S. of Jal, Hwy. 18, Jal	8. State New Mexico
9. Circle One: A. All requests for approval to accept oilfield exempt wastes will be accompanied by a certification of waste from the Generator, one certificate per job. B. All requests for approval to accept non-exempt wastes must be accompanied by necessary chemical analysis to PROVE the material is not-hazardous and the Generator's certification of origin. No waste classified hazardous by listing or testing will be approved. All transporters must certify the wastes delivered are only those consigned for transport.	

BRIEF DESCRIPTION OF MATERIAL:

06-06-01

20 yards of blast grit, 120 yards of gunite, and 1 dump truck of tank mastic and tank show with non-friable asbestos seal fabric generated from crude oil aboveground storage tank.

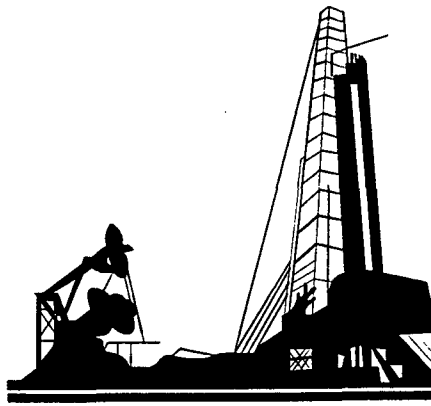
Enclosed is non-exempt certificate of waste status, analytical data, and chain of custody.

Estimated Volume "see above" cy Known Volume (to be entered by the operator at the end of the haul) cy

SIGNATURE Carmella Van Maanen TITLE: Bookkeeper DATE: 6-22-01
Waste Management Facility Authorized Agent

TYPE OR PRINT NAME: Carmella Van Maanen TELEPHONE NO. (505) 393-1079

This space for Sign Only		
APPROVED BY: <u>[Signature]</u>	TITLE: <u>Environmental Manager</u>	DATE: <u>6-22-01</u>
APPROVED BY: _____	TITLE: _____	DATE: _____



TRANSMITTAL COVER SHEET

OIL CONSERVATION DIVISION
1220 S. ST. FRANCIS DRIVE
SANTA FE, NM 87505
(505) 476-3440
(505) 476-3462 (Fax)

PLEASE DELIVER THIS FAX:

TO: Ken Marsh 505-393-3615

FROM: Martyn Kieling

DATE: 6-22-01

PAGES: 1 of 6

SUBJECT: Goodwin & Equilon

IF YOU HAVE TROUBLE RECEIVING THIS FAX, PLEASE CALL THE OFFICE
NUMBER ABOVE.



NEW MEXICO ENERGY, MINERALS and NATURAL RESOURCES DEPARTMENT

GARY E. JOHNSON

Governor

Jennifer A. Salisbury

Cabinet Secretary

Lori Wrotenbery

Director

Oil Conservation Division

June 21, 2001

Glenn Smalley
Phillip Environmental Services Corp.
6845 Dixie Drive
Houston, TX 77078

**RE: Investigation, Cleanup and Environmental Remediation of the
Goodwin Treating Plant Facility
W/4 NW/4 S 31, T 18 S, R 37 E, NMPM, Lea County NM
Contract 01-521-07-151**

Dear Mr. Smalley:

The New Mexico Oil Conservation Division (OCD) has received Phillip Environmental Services Corp. (PSC) letter dated June 19, 2001 regarding several items that were discussed at our site meeting on June 19, 2001. The following is a response to those items:

1. The OCD will be looking for the invoice and will review and process when received.
2. Investigation and clean up at the site will be based on the 58' ground water depth for the site. The pit remediation depth will be based on visual contamination, PID readings, and five (5) confirmatory grab sample (one (1) bottom hole and four (4) side wall) results. Excavation of the overflow pit may exceed the 5-foot level specified in the contract and may extend outside of the perimeter fence line. Excavation of the overflow pit as of June 20, 2001 showed gross visual contamination to a depth greater than eight (8) feet, placing the bottom of the contamination less than 50 feet to ground water. Based on the depth to ground water and the vertical extent of the contamination in the overflow pit the bottom-hole and side-wall remediation levels will be 100 ppm TPH, 50 ppm BTEX, and 10 ppm benzene. The pit bottom will also be characterized for chloride.

Other areas of contamination if excavation of gross visual contamination is less than 8 feet bgs will have a cleanup level of 1000 ppm TPH, 50 ppm BTEX, and 10 ppm benzene.

3. The OCD and NMED Radiation Protection Program will be on site July 10, 2001 to take additional samples of tank 111, 114 and 118. The NMED will send these samples to the New Mexico State Laboratory. Upon receiving the results the NMED Radiation Protection Program will make the final determination as to the NORM status of these tanks. The OCD will notify PSC of that determination. The OCD estimates that will be around the second week of August 2001.

Recoverable hydrocarbons that are located at the facility must be sent to an OCD-approved reclamation treating plant facility. PSC shall use any proceeds from the sale of recoverable hydrocarbons to off set investigation and remediation costs. Recoverable hydrocarbons retain their oilfield exemption.

4. Separate cost codes shall be maintained for the treating plant portion of the facility and for the injection well portion of the facility. The injection well portion of the facility consists of the injection well and any work on or disposal into the well, tank numbers 115, 116, 117 and 118, and the overflow pit.
5. Contaminated soil removal cost in the turnkey portion of the proposal is based on 1450 cubic yard of soil material and is listed as \$38,150. Any contaminated soil removal above that volume will be covered under the supplemental rate sheet under "Contaminated soil offsite landfarm remediation (includes transport) \$26.00/cubic yard".

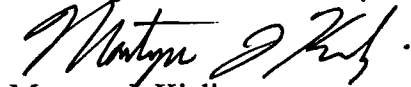
PSC shall remove and save a portion of the fence so that the soil and rock piled around the outside of the fenced facility can be accessed. This material shall be used to fill in as much of the excavations as possible. Additional clean soil fill material that is brought in or "back hauled" from the landfarm facility will be charged at \$12.50/cubic yard. Which is the rate listed in the supplemental rate description of the proposal. All fencing removed will be replaced with temporary fencing at the end of the workday and the original fencing reinstalled at the end of the project phase.

6. PSC is hereby authorized by the OCD to sign the manifests/bill of lading for the OCD on waste volumes transported out of the facility and clean soil transported into the facility. The OCD will spot check these records on a periodic basis. Copies of the landfarm subcontractors records should be included along with those of PSC in the Phase III report.
7. The OCD will look forward to a weekly project status report documenting the work performed and in particular the volumes moved and budget status.
8. Contract No. 01-521-07-151, Item 2. Compensation has been allotted for \$199,260 for the set turnkey items listed in the proposal, plus an additional amount for approved supplementary services not to exceed \$100,000 for additional work as approved by the OCD. Please refer to the exact contractual language in the above referenced contract. PSC may also wish to refer to their copy of the OCD purchase document showing that \$299,260.00 has been encumbered for the contract work.
9. Additional fluid transport/vacuum truck work shall be billed under trucking costs listed in the supplemental rate sheet.

10. An additional item that was not in the PSC letter but has been asked is how the waste status will be handled. All waste going to the OCD approved facilities will require a Generator Certificate of Waste Status. The OCD will sign this status declaration that is required by the disposal facility. Each waste stream type will be declared separately.

I look forward to working with you and your team on this project. If you have any questions please contact me at 505-476-3488 or on my cell phone at 505-660-1067.

Sincerely



Martyne J. Kieling
Environmental Geologist

Xc: Hobbs District office
Mike Matush, SLO
Morgan Killion, PSC Superintendent

RECEIVED

OCT 17 2001

Environmental Bureau
Oil Conservation Division

Certificate of Waste Status

NMOCD 711 FACILITY: J&L LANDFARM, INC.

GENERATOR NEW MEXICO OIL CONSERVATION DIVISIONGENERATING SITE GOODWIN TREATING PLANTSEC 31 TOWNSHIP 18-S RANGE 31-ECOUNTY LEA STATE N MWASTE DESCRIPTION EXEMPT HYDROCARBON SOIL & TANK BOTTOMS WASTE QTY. 4948 ydsTRUCKING COMPANY MARTINEZ TRUCKINGEXEMPT WASTE ☒

As a condition of acceptance for disposal, I hereby certify that this waste is an exempt waste as defined by the EPA (Environmental Protection Agency). Waste is generated from oil and gas exploration and production operations; exempt from RCRA (Resource Conservation and Recovery Act, Subtitle C regulations). I do certify that hazardous or listed waste pursuant to EPA provisions has not been added or mixed with the waste, nor mixed with any non-exempt material.

NON-EXEMPT WASTE ☐

As a condition of acceptance for disposal, I hereby certify that this waste is a non-exempt waste as defined by the EPA's (Environmental Protection Agency) July 1988 Regulatory determination. To my knowledge, this waste will be analyzed pursuant to the provisions of 40 CFR Part 261 to verify the nature as non-hazardous. I further certify that to my knowledge "hazardous or listed waste" pursuant to the provisions of 40 CFR, Part 261, Subparts C and D, has not been added or mixed with the waste so as to make the resultant mixture a "hazardous waste" pursuant to the provisions of 40 CFR, Section 261.3.

I certify that this waste has been surveyed for Naturally Occurring Radioactive Material (NORM) and NORM concentrations do not exceed that listed in 20 NMAC 3.1 Subpart 1402. C and D.

COMPANY AGENT

Martynne J. Kieling
(Original Signature)Martynne J. Kieling
(Name)ADDRESS 1220 South Saint Frances, Santa Fe, NM 87505DATE JUNE 21, 2001

Certificate of Waste Status

NMOCD 711 FACILITY: J&L LANDFARM, INC.

GENERATOR Philip SERVICES New Mexico Oil Conservation Division

GENERATING SITE Goodwin Treating Plant

SEC 31

TOWNSHIP 18-5

RANGE 37-E

COUNTY LEA

STATE N. Mex.

WASTE DESCRIPTION Non-Haz. Exempt Hydrocarbon Contaminated Soil & Tank Bottoms

WASTE QTY. 4948

TRUCKING COMPANY MARTINEZ Trucking

EXEMPT WASTE ✓

As a condition of acceptance for disposal, I hereby certify that this waste is an exempt waste as defined by the EPA (Environmental Protection Agency). Waste is generated from oil and gas exploration and production operations; exempt from RCRA (Resource Conservation and Recovery Act, Subtitle C regulations). I do certify that hazardous or listed waste pursuant to EPA provisions has not been added or mixed with the waste, nor mixed with any non-exempt material.

NON-EXEMPT WASTE _____

As a condition of acceptance for disposal, I hereby certify that this waste is a non-exempt waste as defined by the EPA's (Environmental Protection Agency) July 1988 Regulatory determination. To my knowledge, this waste will be analyzed pursuant to the provisions of 40 CFR Part 261 to verify the nature as non-hazardous. I further certify that to my knowledge "hazardous or listed waste" pursuant to the provisions of 40 CFR, Part 261, Subparts C and D, has not been added or mixed with the waste so as to make the resultant mixture a "hazardous waste" pursuant to the provisions of 40 CFR, Section 261.3.

I certify that this waste has been surveyed for Naturally Occurring Radioactive Material (NORM) and NORM concentrations do not exceed that listed in 20 NMAC 3.1 Subpart 1402. C and D.

COMPANY AGENT

Mary Killione
(Original Signature)

Martynne Kieling
(Name)

ADDRESS 400 Mon-Roe Rd. Farmington, N. Mex.

DATE June 21, 2001

1220 South Saint Frances Dr.

Santa Fe, NM 87505

June 21, 2001

J&L LANDFARM, INC.

P.O. BOX 356
8301 EUNICE HWY.
HOBBS, NEW MEXICO 88241-0356

Phone (505) 393-9697
Fax (505) 393-8537

June 20, 2001

New Mexico Energy, Minerals & Natural
Resources Dept. (OCD)
1220 South St. Francis Drive
Santa Fe, New Mexico 87505

Attn: Martyne J. Kieling
Environmental Geologist

Dear Ms. Kieling:

This is in response to your letter (copy attached) regarding our abilities to perform the loading portion of the contaminated material on the Goodwin Treating Plant Reclamation project.

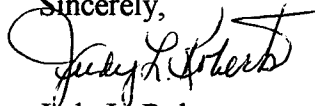
After receiving the letter, we immediately contacted Glenn Smalley with Philip Environmental Services Corporation (PSC) and discussed what appeared to be a misunderstanding and breakdown in communication between PSC and us. We visited with Mr. Smalley in person at the site of the project and the problem was resolved.

This letter is to inform you J&L Landfarm, Inc. will be accepting and landfarming the material as listed in the contract. Work is set to commence on June 21, 2001 and we will be performing all portions of work as bid in the original contract.

If you need other information or have any questions, please call me at 505-393-9697.

Thank you for your attention in this matter.

Sincerely,



Judy L. Roberts
J&L Landfarm, Inc.

XC Hobbs OCD Office
Glenn Smalley, Philip Environmental Services Corporation



NEW MEXICO ENERGY, MINERALS and NATURAL RESOURCES DEPARTMENT

GARY E. JOHNSON
Governor
Jennifer A. Salisbury
Cabinet Secretary

June 19, 2001

Lori Wrotenbery
Director
Oil Conservation Division

CERTIFIED
RETURN RECEIPT NO. 7099-3220-0002-3942-6714

Ms. Judy Roberts
J&L Landfarm
P.O. Box 356
Hobbs, NM 88241-0356

RE: Goodwin Treating Plant Reclamation
Contractor, Philip Environmental Services Corporation.
Contract No. 01-521-07-151

Dear Ms. Roberts:

The New Mexico Oil Conservation Division (OCD) has been notified by Philip Environmental Services Corporation. (PSC) that J&L Landfarm, a listed subcontractor for the Goodwin Treating Plant Reclamation project has refused to perform the job bid in the above referenced contract. The job as bid entailed the loading of contaminated soil and tank-bottom material and land farming the contaminated material at the J&L Landfarm. The OCD has been notified by PSC that J&L cannot perform the loading portion of what was bid.

According to NMSA 13-4-36(4), failure or refusal to perform the job bid to the contractor is reason to allow a change of subcontractor to the original proposal and contract. The OCD hereby notifies J&L Landfarm that you have 5 working days to respond. PSC and OCD have chosen to substitute Sundance Services Inc. and Rhino Oilfield Disposal, Inc. to perform the job as bid.

If you have any questions Please call me on my cell phone at 505-660-1067.

Sincerely,

Martyne J. Kielling
Environmental Geologist

XC: Hobbs OCD Office
Glenn Smalley, Philip Environmental Services Corporation.
David K. Brooks, OCD Assistant General Counsel



INDUSTRIAL SERVICES
GROUP

Central Region

June 19, 2001

Martyne J. Kieling
Environmental Geologist
State of New Mexico
Oil Conservation Division
1220 South St. Francis Drive
Santa Fe, New Mexico 87505

RE: Goodwin Treating Plant, Contract No. 01-521-07-151

Dear Ms. Kieling:

In response to the site meeting today, PSC has compiled the following notes for your review.

- The invoice for previous site services will be forwarded immediately. This invoice includes bid items nos. 1, 2, 3, 5, 12, & 13. This invoice totaled \$25,378.67.
- Groundwater elevation is 58 feet bgs. The contract cleanup levels are identified as 1,000 ppm TPH, 50 ppm BTEX, and 10 ppm benzene. The contract specifically limits excavation to 5-foot depths. Depth of contamination trenching today indicates that substantial contamination exists below this 5-foot limit. You stated today that the contamination should be remediated at greater depths than 5 feet if encountered.
- The four "NORM" tanks identified in previous surveys will be re-sampled in the future and will be addressed after the pit and other tanks on site. PSC will continue personnel monitoring and periodic site monitoring for NORM as part of our HASP requirements.
- The project work will be tracked on two cost centers:
 1. Pit and associated three tanks (one NORM tank)
 2. All other vesselsPSC assumes that all soil used in solidifying the overflow pit, whether contaminated on-site or imported fill will be included in the "pit" budget.
- The pit remediation will probably result in contaminated soil removal in excess of the lump sum bid quantity of 1,450 cubic yards. PSC proposes that the excess yardage for soil removal and backfill be billed at the implied unit rates resulting from the contract lump sum bid. The resulting rates are as follows:

Contaminated soil removal \$38,150.00/1,450cy = \$26.31/cy

Backfill \$25,600.00/1,450cy = \$17.66/cy



6/20/01

- If EMNRD-OCD representative is not present to sign transportation manifests, EMNRD-OCD will provide written permission for PSC to sign the manifests/bill of lading. The subcontracted landfarm will also tract material volumes under manifest.
- PSC will report weekly to EMNRD-OCD on project status with particular attention paid to project volumes and associated budget items.
- The original project budget is \$199,259.30. The pending invoice for previous work under this contract is \$25,378.67. The net value of the contract is \$173,880.63. Previous conversations with Don Fernald (PSC) indicate that the project budget can be expanded to \$300k. If this is fact, what is the necessary documentation from PSC and OCD approving the increased budget?
- PSC has identified subcontractors for this project. Some of the contractors were listed as NORM transportation and disposal contractors (Fluid Transport & Lotus LLC). These subcontractors will not be used unless NORM material is transported offsite.

I appreciated your help with J&L Landfarm's subcontract today. I hope we can continue to work progressively towards the completion of this project. Please contact me at 940/391-4548 with your comments.

Sincerely,

PSC



Glenn Smalley
Sr. Project Manager

5.0 Offer Amount including Technical Specifications by Item, Total Turnkey Cost, and Supplemental Rates.

PSC proposes to complete this project for the EMNRD-ODC on a turn-key basis listed as follows:

<u>TECHNICAL SPECIFICATION</u>	<u>ITEM COST</u>
1. Sub-surface contamination investigation based on air rotary	\$5,640.00
2. Well completion based on 60 foot well	\$2,200.00
3. Groundwater sampling and analysis	\$2,030.00
4. NORM Requirements	\$55,500.00
5. NORM survey and lab analysis	\$4,700.00
6. Tank fluid removal and disposal	\$14,700.00
7. Tank solids removal and disposal	\$6,500.00
8. Tank and equipment removal	\$20,400.00
9. Near-surface contamination investigation based on 35 lab samples	\$6,600.00
10. Contaminated soil removal based on 1450 cubic yards	\$38,150.00
11. Back filling excavations with back-hauled clean soil	\$25,600.00
12. Phase 1 report	\$2,000.00
13. Phase 2 report	\$2,000.00
14. Phase 3 report	\$3,300.00
Total	\$189,320.00
NM Gross Receipts Tax	<u>\$9,939.30</u>
Total Turnkey Cost	\$199,259.30

<u>SUPPLEMENTAL RATE</u>		
<u>DESCRIPTION OF SERVICE</u>	<u>RATE PER</u>	<u>UNIT</u>
Air rotary rig equipped to perform all work set out in technical specifications	\$280.00	hour
Bentonite Pellets	\$0.25	pound
Blank 2 inch PVC riser	\$10.50	foot
Move-in, move-out charges	\$85.00	hour

Water truck – capacity (120) bbls	\$68.00	hour
Backhoe (Cat 416) minimum hours (8)	\$30.00	hour
Trackhoe (JD 690) minimum hours (8)	\$60.00	hour
Dozer – (D-6) minimum hours (8)	\$85.00	hour
Trucking – minimum hours (1)	\$60.00	hour
Front end loader (Cat 930) minimum hours (4)	\$50.00	hour
Senior scientist	\$70.00	hour
Environmental technician/operator	\$35.00	hour
Certified NORM technician/scientist	\$55.00	hour
Labor	\$25.00	hour
Photo Ionization Detector (PID)	\$25.00	day
Chloride laboratory analysis	\$25.00	per analysis
TPH laboratory analysis	\$52.00	per analysis
BTEX laboratory analysis	\$45.00	per analysis
Radium 226 laboratory analysis	\$110.00	per analysis
Contaminated soil offsite landfarm remediation (includes transport)	\$26.00	per cubic yard
Back-haul clean soil	\$12.50	per cubic yard
NORM contaminated soil offsite disposal w/transport	\$1,345.00	per cubic yard
Produced-water and non-NORM liquids disposal	\$8.00	per barrel

Contractor), and Attachment 3 (the Contractor's letter of February 7, 2001 amending its pricing for the services to be provided).

B. Turnkey Work. The Contractor shall perform all the work described in Section V(A) of Attachment No. 1 (paragraphs 1 through 14 inclusive). This work is referred to in the Request for Proposals as the "turnkey" work.

C. Supplemental Work. The Contractor shall, upon specific written request of a person designated by EMNRD as the Procurement Manager for the project, perform supplemental work as detailed in Section V(C) of Attachment 1.

D. Quality of Work. All work shall be performed in a workmanlike manner and shall conform to all applicable statutes, regulations, codes and rules, including those of the EMNRD and the New Mexico Environment Department.

2. Compensation.

A. Upon completion of work previously described as "turnkey work," EMNRD shall pay the Contractor for services rendered to total sum of One Hundred Ninety-nine Thousand, Two-hundred Sixty Dollars (\$ 199,260), which shall include New Mexico Gross receipts taxes, if applicable. Payment of that total amount shall not relieve the Contractor of any unperformed obligations under Paragraph 1(A), 1(B) and 1(D).

B. EMNRD shall pay the Contractor for any supplementary services requested as set forth on Attachment 3 (supplementary services, quote of the Contractor), but shall not exceed the total sum of One Hundred Thousand Dollars (\$100,000) inclusive of New

Mexico Gross Receipts taxes, if applicable.

C. The Contractor may elect to receive a progress payment upon completion of any of the fourteen (14) phases of the "turnkey" portion of the work, as described on Attachment 1, Section V(A), upon completion of the phase for which compensation is requested, but only after certification of the EMNRD Procurement Manager that work has been completed to specifications.

D. The Contractor may elect to receive a progress payment for any supplementary services requested by the EMNRD Procurement Manager, as described in Attachment 1, Section V(C), upon completion of the work requested and after certification of the EMNRD Procurement Manager that work has been completed to specifications.

E. All payments under this Agreement shall be made by EMNRD upon receipt of a detailed and certified statement evidencing to the satisfaction of EMNRD the propriety of any requested payment. The Contractor shall not be entitled to receive any payments hereunder unless supported by appropriate billing statements and documentation.

F. Within fifteen (15) days after the date EMNRD receives written notice from the Contractor that payment is requested for services or items of tangible personal property delivered on site and received, EMNRD shall issue a written certification of complete or partial acceptance or rejection of the services or items of tangible personal property. If EMNRD finds that the services or items of tangible personal property are not

acceptable, it shall, within thirty (30) days after the date of receipt of written notice from the Contractor that payment is requested, provide to the Contractor a letter of exception explaining the defect or objection to the services or delivered tangible personal property along with details of how the Contractor may proceed to provide remedial action. Upon certification by EMNRD that the services or items of tangible personal property have been received and accepted, payment shall be tendered to the Contractor within thirty days after the date of certification. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. After the thirtieth day from the date that written certification of acceptance is issued, late payment charges shall be paid on the unpaid balance due on the contract to the Contractor at the rate of 1% per month.

3. Contract Documents. The contract shall consist of the following documents: (1) this Agreement; (2) Attachment No. 1 (EMNRD's Request for Proposals, dated December 11, 2000, for Investigation, Cleanup and Environmental Remediation of the Goodwin Treating Plant); (3) Attachment No. 2 (the proposal of Phillips Environmental Services Corporation, dated January 31, 2001); and (4) Attachment No. 3 (the Contractor's letter of February 7, 2001 amending its pricing for the services). Where ambiguities or conflicts exist between these documents, they shall be interpreted and given effect in the order listed.

4. Term. **THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL
APPROVED BY THE NEW MEXICO DEPARTMENT OF FINANCE AND**

- f) PSC will develop a site-specific health and safety plan (HASP) for this project. The HASP will include detailed specifications for completing the various tasks identified within the Scope of Work.
 - g) Numerous regulatory issues must be addressed to complete this project. Issues will include compliance with EMNRD-OCD, State of New Mexico Environment Department, Rocky Mountain Low Level Radioactive Waste Board, United States Environmental Protection Agency, Occupational Safety and Health Administration requirements.
 - h) Project documentation will consist of daily field notes, health and safety meeting records/documentation, chain-of-custody documentation, soil boring logs, well diagrams, well development forms, laboratory results, field screening test results, and site maps.
 - i) PSC plans to utilize several contractors to complete the Scope of Work. The subcontractors will be briefed on all requirements of the Health and Safety Plan. PSC plans to subcontract the following companies to assist in completing this project:
 - Eades Drilling
 - Martinez Trucking
 - Fluid Transport
 - J&L Landfarms
 - Lotus LLC
 - Pinnacle Laboratories
 - CRI, Inc.
- PSC reserves the right to use alternative subcontractors upon approval from the MNMRD-OCD.
- j) In the event that unforeseen conditions or out-of-scope costs are encountered during the project, PSC will notify the EMNRD-OCD immediately. Unforeseen conditions will be discussed and negotiated with the EMNRD-OCD prior to taking additional actions.
 - k) Project communication is essential. PSC will provide a weekly report summarizing the activities of the prior week. Additionally, PSC's onsite personnel will have access to mobile phones throughout the project. PSC will present the EMNRD-OCD with a contact sheet listing PSC's key personnel for this project during the Kick-Off Meeting.
 - l) PSC will implement a quality assurance and quality control (QA/QC) program to ensure that the project is being completed in accordance to standard industry practices. A summary of PSC's QA/QC program is summarized in section "C" of the project plan.

B. Project Schedule and Key Personnel

PSC has included a preliminary project schedule which is attached in herein. The following includes information regarding responsibilities of PSC's key personnel.

Project Manager – The project manager's responsibilities will consist of management of the contract, final project plan development and overall director of all project activities

(NMOCC Order R-10609) and will be disposed of as Regulated NORM

6. Remove and recycle or dispose of fluids in tanks at an EMNRD-OCD-approved waste management facility.
7. Remove and remediate solids in tanks via landfarming at an EMNRD-OCD-approved waste management facility.
8. Remove and recycle or dispose of all tanks, vessels, treaters, underground pipes, hardware, equipment and debris including pipes, drums, tires, catwalks, pumps and motors at an EMNRD-OCD-approved waste management facility or recycler.
9. Remove surface contaminated soils that are in excess of 100 ppm TPH, 50 ppm BTEX, and 10 ppm benzene. Surface soil removal may not exceed 5 feet of excavated depth. All petroleum contaminated soils will be remediated via landfarming at an EMNRD-OCD-approved waste management facility.

Note: Offeror will base the turnkey cost on 1450 cubic yards of estimated contaminated soil.

Note: If upon investigation, ground water is found to be in excess of 50 feet bgs removal of surface contaminated soils will be limited to those in excess of 1000 ppm TPH, 50 ppm BTEX, and 10 ppm benzene. Surface soil removal may not exceed 5 feet of excavated depth.

10. Investigate the extent of total petroleum hydrocarbons (TPH), benzene, toluene, ethylbenzene, xylene (BTEX), and chloride beneath each tank/sump, treater, and the tank bottom soil pile. Samples will be taken from the bottom of each excavation and/or beneath each tank/sump location. Field photo ionization detector (PID) measurements will be used as a screening tool. A minimum of one sample from the highest PID sample location in the bottom of the excavation or tank/sump location will be sent for laboratory analysis to confirm the concentration and extent of TPH, BTEX and chloride.

Note: Offeror will base the turnkey bid on 35 laboratory TPH, BTEX and chloride analyses.

11. Backfill excavations with clean soil to provide positive runoff. Soil will be back-hauled and stockpiled on location during the soil contamination removal phase of the project. The EMNRD-OCD prefers back-hauling clean soil from the EMNRD-OCD-approved waste management facility.

3.0 Response to Technical Specifications

1. Project Approach

PSC's approach for this project will include comprehensive project management, planning, investigation and remedial operations. PSC realizes that actual project costs can vary greatly depending on the thoroughness of initial project planning and continued active management of projects. PSC will assign an experienced project manager and crew who have completed numerous projects similar in scope. PSC has included resumes of key personnel proposed for this project along with a list of similar project assignments. The following is a summary of the Scope of Work proposed by PSC for completion of this project.

SCOPE OF WORK

PSC proposes to complete this work in two phases. The first phase is the Remedial Investigation which will include pre-remedial investigations, advancing a soil boring and conversion into a monitoring well, water sampling/testing and submittal of the Phase I and II reports. The project plan may be revised after completion of the remedial investigation and following approval from the EMNRD-OCD.

Secondly, Remedial Activities of this project will commence upon approval of the revised project plan from the EMNRD-OCD. PSC will have NORM trained personnel on site during the investigation and remedial activities of the project. A PID and a Ludlum Model 3 exposure meter fitted with a Model 44-2 Scintillation Probe will be onsite during the entire project to allow for field screening of soil and other materials.

REMEDIAL INVESTIGATION

Task 1: Investigate Extent of Contamination within the Emergency Overflow Pit

PSC will obtain samples at 3 to 5 feet below ground surface (bgs) and at 10-foot intervals within the emergency overflow pit. These samples will be analyzed for total petroleum hydrocarbons (TPH), benzene, toluene, ethylbenzene, xylene (BTEX), and chloride. Field photo ionization detector (PID) measurements will be used as a screening tool. A sample from each interval will be sent for laboratory chloride analysis. A minimum of one sample from the 3 to 5-foot interval, one sample from the highest PID sample location and one bottom hole sample will be sent for laboratory analysis to confirm the concentration and extent of TPH and BTEX.

Drill cuttings from the soil boring/monitoring well locations may be thin spread at the site if soil samples show the boreholes clean and free of contaminants. If soil samples are not clean, then the drill cuttings will be stockpiled on plastic sheeting and left at the site for removal during remedial activities.

Task 7: Excavation, Transportation and Disposal of Hydrocarbon Impacted Soils

PSC will mobilize a track excavator to remove up to 1,450 cubic yards of hydrocarbon impacted soils in excess of 100 ppm TPH, 50 ppm BTEX and 10 ppm Benzene from the Goodwin Treating Plant site. A PID will be used as the field-screening device to assist in determining hydrocarbon impacted areas. Excavations will be conducted to five feet below ground surface. PSC will initiate the New Mexico "One Call" service to identify and mark any subsurface utility lines within the project area. Excavation walls may be sloped back to allow for safe entry, in accordance with OSHA standards, allowing access for inspection of the soils within the excavation. The hydrocarbon-impacted soils will be directly loaded into belly dumps/end dumps for transport to an EMNRD-OCD approved waste management facility for remedial landfarming.

Task 8: Removal of Solids from Tanks, Vessels and Treaters

PSC will manually dismantle the tanks to allow for removal of solids located within the tanks/vessels. Once the top or walls of the tanks have been removed, solids can be accessed with the excavator bucket and allow for removal without performing confined-space entry excursions. Residuals may be removed from the tank by scraping and knocking them off with the excavator bucket. A hot pressure washer may be used to assist in the removal of solids/sludges from the tanks. Water will be captured for disposal with other tank liquids. Tank materials that may be classified as sludge may be stabilized with existing hydrocarbon impacted soils located onsite to allow for transport by conventional belly dumps and end dump trucks. Tank solids will be loaded for transport to an EMNRD-OCD approved waste management facility for remedial landfarming.

Task 9: Removal of NORM regulated materials

Tank 112 (a 500-bbl redwood tank with 5 feet of solids) has been identified by the EMNRD-OCD as being greater than 30 picocuries per gram (pC/gm) of Radium 226. Tank 112 contents are therefore not exempt and require remediation/disposal as NORM regulated material. PSC will perform the removal of the solids from Tank 112 in a similar manner to that described in Task 8, however, personal protective equipment will be upgraded to include respiratory protection (half-face air-purifying respirators fitted with HEPA filters). Additional health and safety procedures will include air monitoring for airborne Radium 226 and dosimetry monitoring of PSC crews during the entire project. PSC will provide a Radiation Safety Officer who will oversee all work related to onsite activities. Additional details regarding PSCs health and safety requirements will be detailed in a site specific health and safety plan to be prepared by PSC. NORM solids from tank 112 will be placed into approved roll-off containers for disposal at an EMNRD-OCD approved waste management facility. PSC understands that NORM may have contaminated the redwood. PSC will dismantle the redwood tank and place the redwood in a contained area onsite for decontamination by pressure washing.

Task 10: Removal of Tanks, Vessels, Treaters, Pipes and other related Equipment

The removal of the tanks, vessels, treaters, pipes, and other related equipment located on site will be completed by PSC. Materials that can be recycled will be sent to a salvage

- Samples must be documented on Chain-of-Custody forms.
- A minimum of one trip blank will be submitted with every lot or every 20 samples submitted at a time for analysis.
- A minimum of one duplicate sample will be submitted for every lot or every 20 samples submitted at a time for analysis.

Field Testing Equipment – Field equipment (PIDs, Tri-Gas monitors, air sampling pumps and NORM Meters) will be tested and calibrated prior to mobilizing for use in the field. Daily calibration and/or calibration checks will be conducted and documented for all field equipment used.

Decontamination QA/QC – Field personnel, equipment, tools and materials that may potentially or intentionally come in contact with NORM will be screened with a NORM “Pancake Probe” to determine if contamination has occurred. Daily screening will be conducted and documented. In the event of NORM contamination has occurred, decontamination procedures will be conducted as outlined in PSC’s site specific health and safety plan. Additional NORM screening will be performed to verify that decontamination has occurred.

Fit Testing – All half-face or full-face air purifying respirators to be used by PSC personnel must be fit tested within the last 12-months. Fit testing has been documented to ensure that respiratory protection factor of the equipment is adequate for the levels of exposures as determined by air monitoring

Air Monitoring Program – The RSO/HSO will design and implement an air monitoring program for this project to ensure that exposures to PSC personnel and others is minimized. The air monitoring program will be documented in PSC’s site specific HASP.

Manifesting of Project Materials – Various materials including tank liquids, sludges, solids, soil, tanks, vessels, piping and other related equipment will be removed from the site. Additionally, soil will be delivered to the site for back filling excavations. Each load of materials will be manifested by PSC to document the volume of materials removed or delivered to the site. The manifest will include the following:

- Material transported
- Nature of Material
- Volume (cubic yard or barrel) or weight of material
- Material origination and destination
- Date and time of manifest
- Transporter Name and Signature
- PSC Signature
- EMNRD-OCD may wish to verify/sign manifest

PSC and the transporter will determine the amount or volume of each load. The EMNRD may wish to verify the amount of each load during the execution of the manifest. PSC will require the EMNRD-OCD to sign each manifest or provide written permission for PSC to sign each manifest on behalf of the EMNRD-OCD.

Kieling, Martyne

From: Fernald, Don[SMTP:DFernald@ContactPSC.com]
Sent: Wednesday, June 06, 2001 3:58 PM
To: Kieling, Martyne
Cc: Smalley, Glenn
Subject: Goodwin Project - Don Fernald to Glenn Smalley

Hi Martyne,

Thanks again for meeting us for lunch. As I mentioned, Glenn Smally will now be the PSC project manager for the Goodwin project. His contact information is as follows:

Glenn Smalley
4000 Monroe Road
Farmington, NM 87401
Farmington Office: 800-326-2262
* Cell: 940-391-4548
Pager: 888-789-7519
Home office: 940-387-8376

Glenn has indicated that we will mobilize to the site on June 18, 2001 and initiate site remediation on June 19, 2001. Please contact him should you have any questions or additional requirements.

My new contact information starting June 11th is as follows should you have any questions:

Don Fernald
AMEC Earth & Environment
Office: 505-327-7928
Cell: 505-320-9670

It has been a pleasure working with you.

Sincerely,

Don Fernald

Morgan 505-320-9681

PHASE I AND PHASE II INVESTIGATION REPORT & REMEDIAL WORK PLAN

FOR THE
GOODWIN TREATING PLANT
WEST OF
HOBBS, NEW MEXICO

May 2001

Prepared For

NEW MEXICO ENERGY,
MINERALS AND NATURAL
RESOURCES DEPARTMENT
OIL CONSERVATION DIVISION
SANTA FE, NEW MEXICO

Project 62800404



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1.0 INTRODUCTION

Philip Environmental Services Corporation (PSC) was retained to conduct an environmental investigation for the State of New Mexico Energy, Minerals and Natural Resources Department-Oil Conservation Division (EMNRD-OCD) at the Goodwin Treating Plant facility located in Lea County, west of Hobbs New Mexico. The field investigation was initiated by PSC on March 27, 2001, and completed on March 29, 2001. This investigation has been completed to assist in determining requirements for upcoming remedial activities, which will be completed by PSC as approved by the EMNRD-OCD.

PSC has completed a remedial investigation which includes advancing a soil boring and conversion into a monitoring well, water sampling/testing and submittal of the Phase I and II reports. This investigation also included a Naturally Occurring Radioactive Materials (NORM) survey of all of the storage tanks and treaters in addition to a survey of the soils located at the site. The findings and conclusions of these investigations are discussed herein.

PSC has also included a proposed remedial work plan for review and approval by the EMNRD-OCD.

2.0 PHASE I AND PHASE II INVESTIGATION

On March 27, 2001, PSC initiated a subsurface investigation at the Goodwin Treating Plant to determine the extent of contamination within the emergency overflow pit. The results of this investigation are outlined as follows.

2.1 INVESTIGATION OF THE EXTENT OF CONTAMINATION EMERGENCY OVERFLOW PIT

On March 27, 2001, PSC had planned advancing a subsurface boring in the center of the emergency overflow pit located at the Goodwin Treating Plant. However, upon mobilization to the site, the subcontracted driller (Eades Drilling & Pump Service) refused to place the drill rig in the pit to initiate drilling activities due to suspicions that the drilling rig could get stuck. Don Fernald with PSC decided to check the stability of the bottom of the pit by driving a Jeep Cherokee™ into the pit. The Jeep got stuck in the center of the pit and had to be pulled out by another four-wheel drive vehicle. Therefore, it was determined not feasible to drill a boring in the center of the pit. Don Fernald of PSC then discussed the situation with Ms. Martyne Kieling with the EMNRD-OCD to determine the best alternative area to investigate subsurface soils and place a monitoring well. Ms. Kieling indicated that the best place would be in a down-gradient location close to the emergency overflow pit. Therefore, the subsurface investigation was initiated in an area adjacent, down gradient and to the southeast of the emergency overflow pit.

Sampling was initiated at a depth of 10 feet below ground surface (bgs) with samples being obtained every 10 feet for inspection, field testing and sample retrieval. An Ingersoll-Rand, TH-60 air rotary drilling rig was utilized to advance subsurface samples for inspection. A two-foot long, four-inch diameter, split-spoon, sampling device was used to retrieve the soil samples. A portion of each sample was placed into a four-ounce jar, labeled and placed on ice for potential laboratory analysis. Another portion of each sample was placed into a one-quart Ziplock® baggie and placed in a vehicle for heating and subsequent field testing with a ToxiRay™ photo-ionization detector (PID). The PID was calibrated in the field prior to use.

The initial sample obtained at a depth of 10 to 12 feet bgs consisted of a moderate to very pale orange-pink caliche. PID measurements from this sample were the highest at 87.5 ppm from any samples obtained from the boring converted to a monitoring well. Additional samples were collected every ten feet to a depth of 54 feet bgs. Sample recovery with the split-spoon sampler was mixed due encountering some very hard layers of caliche and sandstone. Alternating layers of hard layers of caliche and sandstone were encountered throughout the drilling. The subsurface strata was very dry to a depth of approximately 45 feet bgs at which depth moisture content was evident and noted to be increasing.

The split-spoon sampling device was unable to retrieve a sample at a depth of 50 to 52 feet bgs, so an additional sample was collected at a depth of 52 to 54 feet bgs. Sample retrieval beyond this depth was not attempted or feasible due to the moisture content in the soil, which would continue to clog the air rotary drilling equipment. Depth to groundwater at this time was anticipated to be approximately 45 feet bgs. Due to the nature of air rotary-drilling methods which uses air pressure down hole to remove drill cuttings, the air often displaces the surrounding groundwater. Therefore, actual groundwater depth is not always clear at the time of drilling and must be determined after recovery of groundwater to the borehole location. Due to this factor, PSC decided to modify the monitoring well construction by increasing the amount of slotted-screen from 15 to 20 feet in order to ensure placement of the screen of the monitoring well within the groundwater interface.

Drill cuttings from the soil boring or monitoring well location were thin spread at the site due to little or no hydrocarbon contaminants being present. Soil samples that were collected were labeled and placed on ice for delivery to Pinnacle Laboratories (Pinnacle) in Albuquerque, New Mexico for testing of TPH, BTEX and chlorides.

The initial scope of work called for a sample to be obtained from the center of the pit, at a depth of three to five feet bgs. PSC used a shovel and excavated a hole in the center of the pit to obtain a soil sample from this area. At a depth of approximately 9-inches below the bottom of the center of the pit, a black, highly oil saturated soil was encountered. The hole was excavated to a depth of approximately 5-feet bgs with a pointed shovel. The soil was completely saturated with oil to this depth. The hole was left open, and inspected approximately one-hour later and found to contain approximately one-foot of an oily liquid. A sample obtained from this location was submitted to Pinnacle for analysis but was not tested due to the obvious condition of the sample being highly saturated with hydrocarbons. Other samples submitted for laboratory analysis include a sample from the highest PID reading (10-12' bgs) and one bottom hole sample (52-54' bgs).

The following is a summary of the soil samples tested in the field and submitted for laboratory analysis of BTEX and TPH using EPA Methods 8015, diesel range organics (DRO) and 8021.

Table I – Soil Boring Sample Interval and Analytical Results

Parameter	Soil Sampling Interval and Analytical Results (Mg/Kg)				
	10 – 12'	52 – 54'	Duplicate	Pit, 3-5'	Background
*PID	87.4 ppm	4.3 ppm	N/A	>2,000	N/A
Benzene	<0.025	<0.025	<0.025	N/A	<0.025
Toluene	<0.025	<0.025	<0.025	N/A	<0.025
Ethylbenzene	<0.025	<0.025	<0.025	N/A	<0.025
Total Xylenes	<0.025	<0.025	<0.025	N/A	<0.025
C6 – C10	<10	<10	<10	N/A	<10
C10 – C22	<10	<10	<10	N/A	<10
C22 – C36	<10	<10	<10	N/A	<10

*PID - Field test results using a photo-ionization device (PID).

The background sample was obtained in an area approximately 81' southwest of the Goodwin Treating Plant fence.

These analytical results did not indicate the presence of elevated levels of hydrocarbons in the soil boring advanced to the southeast of the emergency overflow pit.

Additional soil samples were obtained from each sample interval and tested for chlorides using EPA Method 300.0. The following are the results of chloride testing of the soil from the boring.

Table II – Soil Boring Samples and Chloride Concentrations

Sample Interval Depth	Mg/Kg of Chlorides
10 – 12'	1,480
20 – 22'	214
30 – 32'	843
40 – 42'	1,180
52 – 54'	720
Background (81' SW of Site)	43

Chloride levels are elevated in the soils sampled in the boring in comparison to the background sample obtained 81 feet southwest of the Goodwin Treating Plant site.

Record of subsurface exploration field boring logs are located in appendix A. Copies of the laboratory analysis of the soils are located in Appendix B.

2.2 MONITOR WELL COMPLETION

A monitoring well was installed on March 27, 2001 in the location of the soil boring at a depth of 63 feet below ground surface (bgs). The well was completed using 20 feet of 0.01 inch slotted two-inch diameter schedule 40 PVC well screen at a depth of 43 to 63 feet bgs. The screen was placed in an approximate position of the groundwater interface where fifteen feet of well screen is above the water table and five feet is below the water table. The annulus around the well screen was backfilled with clean, 12-20 grade, silica sand-pack to a depth of 2-3 feet, above the top of the screen. A 2-3 feet thick bentonite seal was placed immediately above the sand-pack and quenched with water. The remaining well consists of solid, schedule 40 PVC that was placed from 43 feet bgs to approximately 2.5 feet above the ground surface. The remainder of the well annulus was grouted to the surface with bentonite. The monitoring well was completed with a concrete pad and locking well cover.

A copy of the monitoring well installation record is located in Appendix C.

2.3 GROUNDWATER SAMPLING AND TEST RESULTS

On March 28, 2001, Don Fernald with PSC developed and sampled the groundwater monitoring well, installed southeast of the emergency overflow pit. The total depth of the monitoring well was measured at 63.125 feet bgs. Groundwater was measured at 58.54 feet bgs. Prior to sampling, the monitoring well was developed by removing greater than three well volumes of water or approximately 25 gallons of water. Water samples obtained were labeled, documented on chain of custody forms and placed in a cooler with ice. Soil and groundwater samples obtained from the boring and monitoring well were submitted to Pinnacle Laboratories in Albuquerque, New Mexico on March 29, 2001. Groundwater samples obtained from the monitoring well were analyzed for concentrations of BTEX, polycyclic aromatic hydrocarbons (PAH), total dissolved solids (TDS), major cations/anions and New Mexico Water Quality Control Commission (WQCC) metals. Analytical results of the groundwater samples obtained from the monitoring well did not reveal the presence of elevated levels of BTEX, PAH or WQCC metals above current EPA, NMED levels. However, several other constituents were found to be above the NMED and the EPA groundwater standards. The constituents are listed as follows:

Table III - Groundwater Quality Standards Exceeded for MW-1

Parameter	MW-1/62800404-01	MW-1/62800404-DUP	NMED/EPA Standard
Chloride	921 ppm	858 ppm	250 ppm / 250 ppm
Iron	1.88 ppm	0.268 ppm	1.0 ppm / 0.3 ppm
Manganese	0.242 ppm	0.221 ppm	0.2 ppm / 0.05 ppm

The duplicate sample from MW-1 correlates with the above parameters with the exception to the Iron. The laboratory is currently re-testing these samples to determine if there was any discrepancies in their quality control.

Drinking water quality standards have been exceeded ($>1,000$ ppm) for the Total Dissolved Solids identified in the monitoring well. Concentrations of Calcium were high in addition to the conductivity of the groundwater.

A copy of the laboratory reports for the groundwater analysis from the monitoring well, MW-1 at the Goodwin Treating Plant site are located in Appendix D.

3.0 NORM SURVEY

PSC performed a NORM survey of the tanks, vessels, treaters and soil at the Goodwin Treating Plant site on March 27th, 28th, and 29th, 2001. The NORM surveys were performed using a Ludlum™ Model 3 survey meter fitted with a Ludlum™ Model 44-2 scintillation probe. The survey meter was capable of measuring one microrentgen per hour ($\mu\text{R/hr}$) to 5,000 $\mu\text{R/hr}$. In addition, a Ludlum™ Model three, fitted with a Model 44-9 pancake probe (rate meter) was used to conduct contamination surveys for fixed and loose alpha/beta particles. Any increase in the count rate was documented on the NORM Survey Log. The rate meter was also used to scan field personnel and equipment for contamination at the end of each day.

The survey was conducted by a certified NORM surveyor, from PSC. Certificates of Training for the NORM surveyor, and instrument calibration certificates are presented in Appendix E.

Prior to surveying, daily operational checks were performed on meters to ensure they were functioning properly. In addition, background radiation was determined at the site using the survey meter. Background levels were measured in an area of no known NORM contamination by holding the survey meter at waist height, to ensure only natural background radiation was being measured. Background radiation for an area located 81 feet to the southwest of the Goodwin Treating Plant was 16 $\mu\text{R/hr}$ as measured in the field. A soil sample of the background area was obtained and laboratory results of the background sample indicated levels of 1.05 +/- 0.17 picoCuries per gram (pCi/g).

3.1 TANKS AND TREATER VESSELS

As a part of this investigation, PSC performed NORM surveys of the storage tanks and treaters located at the Goodwin Treating Plant. Each of the tanks and treaters on the site was accessed through man-ways or other openings. The internal content of each vessel was surveyed with the meter positioned approximately one cm away from the vessel contents (tank bottoms, liquids or sludge). A representative sample of liquid-sludge-solid material was obtained from each vessel. Each sample collected was placed in an open container and removed to an area of background activity and scanned using a survey meter. Many of the vessels exhibited radiation levels greater than 50 $\mu\text{R/hr}$. However, when the sample was isolated from the vessel in an area of normal background activity levels, previously referenced, samples most often exhibited lower radiation levels. Due to these differences, PSC discussed the field results with OCD and it was determined to send additional samples of tank materials to the laboratory. PSC submitted samples from selected tanks with readings lower than 50 $\mu\text{R/hr}$ to a laboratory for analysis of Radium 226 using US EPA Method 901.1 to ensure proper determination of NORM levels from the selected vessels.

The site survey readings and laboratory analytical results were noted on NORM Survey Logs and Site Plans, which are presented in Appendix E.

The following is a listing of the tanks located at the Goodwin Treating Plant along with the field test results compared to the laboratory results:

Table IV – NORM Field and Laboratory Test Results for Tanks and Vessels

Tank / Material	Remote Reading $\mu\text{R/hr.}$	Lab Result pCi/g
South Treater / Sludge	15	Not submitted
North Treater / Sludge	15	Not submitted
1 / Empty	N/A	N/A
101 / Sludge	20	Not submitted
102 / Sludge	20	Not submitted
103 / Sludge	15	Not submitted
104 / Sludge	25	Not submitted
105 / Sludge	N/A	Not submitted
106 / Sludge	23	Not submitted
107 / Sludge	22	Not submitted
108 / Sludge	16	Not submitted
109 / Sludge	16	Not submitted
110 / Sludge	25	Not submitted
111 / Sludge	25	30.8 +/- 0.86
111 / Redwood	60	1.18 +/- .022
112 / Sludge	290	48.6 +/- 1.24
112 / Redwood	60	1.95 +/- 0.27
113 / Sludge	20	2.29 +/- 0.34
114 / Sludge	Not Recorded	32.9 +/- 1.23
115 / Sludge	25	Not submitted
116 / Sludge	25	15.5 +/- 0.68
117 / Sludge	25	Not submitted
118 / Sludge	22	33.8 +/- 1.16
120 / Empty	N/A	N/A
121 / Sludge	20	27.5 +/- 0.73
122 / Empty	N/A	N/A
123 / Empty	N/A	N/A

Based on laboratory analysis, four of the tanks located at the Goodwin Treating Plant require treatment or disposal of the tank contents as NORM. These tanks are listed as follows:

Table V – Estimated amount of NORM in Tanks at the Goodwin Treating Plant Site

Tank Identification	Estimated Amount of Tank Contents
Tank 111 – 500 bbl Redwood	60 Cubic Yards
Tank 112 – 500 bbl Redwood	33 Cubic Yards
Tank 114 – 750 bbl Redwood	150 Cubic Yards
Tank 118 – 750 bbl Redwood	150 Cubic Yards
Total Estimated Amount of NORM from Tanks	393 Cubic Yards

Note: 1 bbl = 5.614 cubic feet
27 cubic feet = 1 cubic yard
393 cubic yards = 1,890 bbls (approximate)

Previous information provided to PSC by the EMNRD-OCD indicated that these tanks have a capacity of 500 barrels (bbls) each. Based on PSC's observations, the actual size of each of these tanks may vary from approximately 500 to 750 bbls. The amount of materials present is also different from information provided by the EMNRD-OCD in the AMEC report provided during the pre-bid site walk.

Samples of redwood tanks were obtained for analysis due to the high readings from the survey meter. Laboratory analysis has indicated that the Redwood material is not regulated NORM.

In comparing the field test results using the survey meter with the laboratory analysis, PSC did not see a direct correlation between field test and laboratory analytical results.

NORM Laboratory analytical reports are located in Appendix G.

3.2 SITE SOIL SURVEY

In addition to the NORM survey of the tanks and treaters at the Goodwin Treating Plant site, the EMNRD-OCD requested that PSC complete a NORM survey of soils located on the site. Due to spills or leaks on the site and the presence of hydrocarbon-impacted surface soils, associated NORM contaminants to soils are a concern.

PSC conducted a NORM survey of the Goodwin Treating Plant site soils on March 27 and 28th, 2001.

The site was transected by walking and randomly checking for gamma readings at a spacing of approximately 20 feet. Dose rates were continuously measured while transecting the site. At a distance of approximately 10 feet, more detailed measurements were taken by stopping and moving the scintillation probe in a two foot diameter area. NORM readings were obtained at a height of one centimeter above the ground surface

using a survey meter. Surface soils exhibiting gamma readings greater than 50 $\mu\text{R/hr}$ were marked with flag, sampled and submitted to the laboratory for Radium-226 analysis. A hand auger was used to obtain additional soil samples at advancing depths in six-inch intervals if gamma readings were equal to or exceeded 50 $\mu\text{R/hr}$. To minimize costs, the surface sample and the deepest sample from the areas exhibiting greater than 50 $\mu\text{R/hr}$ was submitted for analysis. A field map is attached in Appendix H showing locations of various gamma readings and soil sample locations. The following is a listing of locations that exceeded 50 $\mu\text{R/hr}$, that were sampled and submitted for laboratory analysis.

Table VI – NORM Soil Survey Results for the Goodwin Treating Plant Site

Sample ID/Location	Depth (Inches)	Dose Rate ($\mu\text{R/hr}$)	Laboratory Analytical Result (pCi/g)
North Treater – 1 – Surface	S	110	42.3 +/- 0.96
North Treater – 1 – 6"	6"	40	Not submitted for analysis
Northwest Soil Pile – 1 – Surface	S	110	15.3 +/- 0.41
Northwest Soil Pile – 1 – 6"	6"	180	Not submitted for analysis
Northwest Soil Pile – 1 – 12"	12"	130	Not submitted for analysis
Northwest Soil Pile – 1 – 18"	18"	90	Not submitted for analysis
Northwest Soil Pile – 1 – 30"	30"	80	Not submitted for analysis
Northwest Soil Pile – 1 – 36"	36"	70	Not submitted for analysis
Northwest Soil Pile – 1 – 42"	42"	50	5.43 +/- 0.32
West Central Soil Pile – 1 – Surface	S	60	1.51 +/- 0.18
West Central Soil Pile – 1 – 12"	12"	20	0.40 +/- 0.09
106 – 1 – S (near Tank 106)	S	90	1.87 +/- 0.19
106 – 1 – 6" (near Tank 106)	6"	30	0.78 +/- 0.11
113 – 1 – S (near Tank 113)	S	70	7.45 +/- 0.30
113 – 1 – 6" (near Tank 113)	6"	40	5.42 +/- 0.20
114 – 1 – S (near Tank 114)	S	70	1.42 +/- 0.18
114 – 1 – 12" (near Tank 114)	12"	43	1.86 +/- 0.16
Tank 111 Redwood (Redwood)	N/A	100	1.18 +/- 0.22
Tank 112 Redwood (Redwood)	N/A	100	1.96 +/- 0.27
Emergency Overflow Pit	54"	N/A	7.43 +/- 0.26
115 – 1 – Surface (near Tank 115)	S	75	1.74 +/- 0.16
115 – 1 – 24" (near Tank 115)	24"	45	1.56 +/- 0.15
116 – 1 – Surface (near Tank 116)	S	60	5.71 +/- 0.39
116 – 1 – 6" (near Tank 116)	6"	55	Not submitted for analysis
116 – 1 – 12" (near Tank 116)	12"	55	Not submitted for analysis
116 – 1 – 18" (near Tank 116)	18"	64	Not submitted for analysis
116 – 1 – 24" (near Tank 116)	24"	36	2.33 +/- 0.19
117 – 1 – Surface (near Tank 117)	S	50	2.97 +/- 0.17

**Phase I and II Investigation Report & Remedial Work Plan
Goodwin Treating Plant
Lea County, New Mexico**

117 - 1 - 6" (near Tank 117)	6"	60	Not submitted for analysis
117 - 1 - 12" (near Tank 117)	12"	45	3.37 +/- 0.20
118 - 1 - Surface (near Tank 118)	S	65	15.2 +/- 0.65
118 - 1 - 6" (near Tank 118)	6"	170	Not submitted for analysis
118 - 1 - 12" (near Tank 118)	12"	130	Not submitted for analysis
118 - 1 - 18" (near Tank 118)	18"	90	Not submitted for analysis
118 - 1 - 24" (near Tank 118)	24"	45	1.90 +/- 0.19
118 - 1 - Duplicate -24" (near Tank 118)	24"	45	2.89 +/- 0.16
Blank Background Sample 81' SW of Fence	S	16	1.05 +/- 0.17

S – Surface Soil Sample

N/A – Not applicable or not recorded

The NORM soil survey revealed that 10 areas exceeded the 50 μ R/hr using the survey meter. The 50 μ R/hr was exceeded in these areas at the surface, ranging to areas of 42-inches bgs. These soil samples were submitted for analytical testing for Radium –226 using EPA Method 901.1. Only one of the samples exceeded 30 pCi/g, which was obtained from soil adjacent to the north treater.

4.0 PROPOSED REMEDIAL ACTIVITIES

Based on the results of the remedial investigation, PSC proposes the following procedure for implementing the remedial activities at the Goodwin Treating Plant.

4.1 EXCAVATION, TRANSPORTATION AND DISPOSAL OF HYDROCARBON IMPACTED SOILS

PSC recommends that the hydrocarbon impacted soils located at the Goodwin Treating Plant site be the first priority for remediation since they have the greatest potential for impacting the environment (soil and groundwater). PSC will initiate the New Mexico "One Call" service to identify and mark any subsurface utility lines within the project area. PSC will mobilize personnel and equipment to remove the hydrocarbon-impacted soils in excess of 100 ppm TPH, 50 ppm BTEX and 10 ppm Benzene from the Goodwin Treating Plant site. $\leq 7.8'$

$\leq 8'$ 1000 ppm TPH

A PID will be used as the field-screening device to assist in determining hydrocarbon impacted areas. Field testing of soils will be performed by obtaining a representative soil sample, placing the soil in a Ziplock[®] bag, sealing the bag, mixing the soil in the bag and heating in the sun. The PID will be inserted into the bag after heating has been completed for a minimum of five minutes. PID readings over 100 ppm will be assumed to exceed the clean-up criteria established for the site. Duplicate samples of PID readings less than 100 ppm will be submitted to a laboratory for analysis of TPH to determine if clean-up objectives have been met, field headspace readings will be used in lieu of BTEX analysis. The PID will be calibrated daily to ensure accurate readings. Field testing results will be documented on daily field forms and maps throughout the duration of remediation activities. PSC will also complete an ENNRD-OCD Pit Remediation and Closure Report for the emergency overflow pit.

Any excavation walls over four feet in depth may be sloped back, if needed, in accordance with OSHA standards, allowing access for inspection of the soils within the excavation. The hydrocarbon-impacted soils will be directly loaded into belly dumps/end dumps for transport to an EMNRD-OCD approved waste management facility for remedial landfarming. Highly saturated soils may require mixing with other dry soil on site or imported backfill to stabilize the hydrocarbon-impacted soils to allow for transport. PSC will document the transport to the landfarm facility on bill of lading forms. The volume of each truck will be determined by the capacity of the truck (i.e. Tandem Dump Trucks – 10 cubic yards, End Dumps – 18 to 20 Cubic Yards). Volume load of each truck will be determined by PSC, the transporter and an EMNRD-OCD representative (if present). Bill of Lading (Manifests) will be signed by an EMNRD-OCD representative or by PSC after written permission has been granted by the EMNRD-OCD.

Clean backfill soil will be transported from the landfarm to the Goodwin Treating Plant simultaneously with the excavation and transport of the hydrocarbon impacted soils. Volume of backfill soil transported to the Goodwin Treating Plant site will be documented in a similar fashion to the hydrocarbon impacted soils transported off-site. The clean backfill soil will be stockpiled in areas adjacent to the excavation to allow for backfilling after verification sampling and testing has been completed. Backfilling will be completed using a front-end loader. Compaction will be accomplished by wheel rolling with the loader. Areas that are backfilled will be capped with an extra amount of soil to allow for settling and accommodate runoff of precipitation from these areas.

The EMNRD's original scope of this phase of the project indicated that approximately 1,450 cubic yards of hydrocarbon impacted soils would be required for excavation and remediation. Based on PSC's investigation of the emergency overflow pit, it appears as though this estimate will be exceeded. Additionally, highly saturated soils will most likely be encountered and will require stabilization by mixing with dry, non-hydrocarbon-impacted soils.

4.2 REMOVAL AND DISPOSAL OF LIQUIDS FROM TANKS

PSC will utilize liquid vacuum trucks to remove the flowable liquids from the tanks located at the Goodwin Treating Plant. Liquids will be transported to an EMNRD-OCD approved facility for recycling/disposal. Care will be exercised during this process to avoid spills of petroleum products onto the ground surface. Each load will be documented with a bill of lading as to the amount of liquids transported to the recycling facility and date of transport. PSC will also complete an ENNRD-OCD Form C-117 A, for tank cleaning, sediment oil removal, transportation of miscellaneous hydrocarbons and disposal permit for each vessel or tank at the Goodwin Treating Plant site.

4.3 REMOVAL OF SOLIDS FROM TANKS, VESSELS AND TREATERS

PSC will manually dismantle the tanks to allow for removal of solids located within the tanks/vessels. Once the top or walls of the tanks have been removed, solids can be accessed with the excavator bucket and allow for removal without performing confined-space entry excursions. Residuals may be removed from the tank by scraping and knocking them off with the excavator bucket. A hot pressure washer may be used to assist in the removal of solids/sludges from the tanks. Water will be captured for disposal with other tank liquids. Tank materials that may be classified as sludge may be stabilized with existing hydrocarbon impacted soils located onsite to allow for transport by conventional belly dumps and end dump trucks. Tank solids will be loaded for transport to an EMNRD-OCD approved waste management facility for remedial landfarming.

4.4 REMOVAL OF NORM REGULATED MATERIALS

Tank 111, 112, 114 and 118 have been identified by PSC through sampling and laboratory analysis as being greater than 30 pCi/g of Radium 226. Therefore, the contents of these tanks are not exempt and require remediation/disposal as NORM regulated material, until proven otherwise. PSC understands that the EMNRD-OCD may perform additional sampling and testing of the materials within these tanks. PSC will perform the removal of the solids from Tanks 111, 112, 114 and 118 by partially dismantling each tank and allowing for access of the contents with the excavator bucket. The tank walls of each vessel may require additional cleaning and the use of a pressure washer to remove residual materials. Wash water will be collected for disposal as generated through the cleaning of each tank.

The areas around each tank will be secured with caution tape to prevent entry by personnel who are not equipped with personnel protective equipment (PPE). Additional health and safety procedures will include air monitoring for airborne Radium 226 and dosimetry monitoring of PSC crews during the entire project. PSC will provide a Radiation Safety Officer who will oversee all work related to onsite activities. Additional details regarding PSC's health and safety requirements will be detailed in a site specific health and safety plan prepared by PSC. NORM regulated solids will be placed into approved roll-off containers for disposal at an EMNRD-OCD approved waste management facility (Lotus LLC) unless otherwise instructed by the EMNRD-OCD.

4.5 REMOVAL OF TANKS, VESSELS, TREATERS, PIPES AND OTHER RELATED EQUIPMENT

The removal of the tanks, vessels, treaters, pipes, and other related equipment located on site will be completed by PSC. Materials that can be recycled will be sent to a salvage yard for processing. Materials to be transported off-site for recycling or disposal will be surveyed for NORM prior to release from the site.

PSC will remove the electrical power pole and transformer from the site if required by the EMNRD-OCD. Materials that cannot be recycled will be sent to an EMNRD-OCD approved waste management facility for disposal. During the removal of tanks, vessels and treaters, PSC will obtain soil samples from areas around and under the tanks and test them in the field with a PID to determine if hydrocarbon impacts to soil have occurred. These soils will also be surveyed for NORM to determine activity levels. Soil samples requiring laboratory verification will be submitted to a laboratory and tested for BTEX and TPH to determine concentrations of respective hydrocarbons.

4.6 BACKFILLING OF EXCAVATIONS

PSC will conduct back-hauling of clean soil in conjunction with the removal of hydrocarbon impacted soils. Clean soil will be either stockpiled onsite for subsequent

backfilling or placed directly into the excavation after the excavation has been sampled and test results indicate that hydrocarbon impacted soils have been removed to levels acceptable to the EMNRD-OCD. After completion of backfilling, PSC will compact the soils by wheel rolling the soil with a loader or equivalent and contour the area to allow for drainage of precipitation.

4.7 SUBMITTAL OF THE PHASE 3 REPORT

PSC will prepare and submit to the EMNRD-OCD, a Phase 3 Report that details the Remedial Activities at the Goodwin Treating Plant. The report will also include documentation regarding the transport and disposal of materials from the site, health and safety documentation, analytical test results, NORM surveys and site activities.

STATE OF NEW MEXICO
ENERGY MINERALS AND NATURAL RESOURCES DEPARTMENT
OIL CONSERVATION DIVISION

MEMORANDUM OF MEETING OR CONVERSATION

✓ Telephone Personal Time 3:00 Date 5-16-01

Originating Party

Mary Kicking

Other Parties

Don Fernald

Subject

Goodwin

Discussion

Below Detectable limits ?

~~CL 921~~

CL 921 mg/l

TDS 3620 m home

well 3700' 7" casing

Philip Env. will be closing the Farmington Office
Don will let us know if he gets another job and
moves on.

Philip will Honor will current contracts

Conclusions or Agreements

Distribution

Signed

Mary Kicking

2:15

3-28-01

Don Fernald
Philip ESC

Martye Kieling
OCD

Goodwin Treating Plant.

Set well Groundwater is at 58' BGS Bottom of Screen/well is at 63 feet. Sampled water looks to be free of Hydrocarbons.

Tank Survey on going samples inside the tank ~~Bit~~ Meter Shows $> 100 \text{ mR/hr}$. When samples are collected and moved away

To a Back ground Area the Readings Drop below 50 mR/hr . Redwood Samples when removed from tank to a Background Area Also show Low Readings. a few Representative Samples will be sent off to confirm that the meter is operating ok and to verify Results.

The Over Flow Pit was Sampled at 4' to 5' and Tank bottoms were encountered. Hole filled with oil, Soil is Saturated tank bottoms This will have to be addressed Separately material should be Solidified Prior to transport. 40 mR/hr reading sample to be sent in For Confirmation.

Note to Self: Test Holes should be dug with a back Hoe in the Low Area Near Front Gate Entrance and in the NE Corner of Facility. Additional Pits may be present.

Don Fernald
Phillip E.S.C.

Date
3-27-01

Martine Kieley
OCD

~~will be Drilled~~
Cannot Get the Drill Rig into the pit. Suggested Drilling in the
SE Corner of Property (Down Gradient) and then Augering in to
the pit to 3 to 5 foot to get a Sample. Then Continue to
Sample at 10 foot Intervals with the Drill Rig. (Air Rotary).

The well is Finished To 63 foot
The Drillers Began to encounter Moisture at 43 feet BGS Additional
water at 45 to 55 feet Completed Drilling to 63 foot. They will Place
Screen in at 63 to 43 feet. The well to this point only has 2 inches
of water presently in the Bottom.

The Norm Survey is Almost Complete. Flags Have Been Placed
at the ~~2~~ 50 mRhr locations which are at the tanks or Around
the Tanks. ^{many over 90 mRhr} Back ground Areas Are 40 mRhr - But those Higher
locations are on contamination Piles.

PSC
Draft
May 8, 2001

The following is a listing of the Goodwin Treating Plant Tanks and results of tank contents that were sampled and surveyed in the field with some samples being submitted for laboratory analysis.

Tank / Material	Remote Reading uR/hr.	Lab Result pCi/gram
South Treater / Sludge	15	Not submitted
North Treater / Sludge	15	Not submitted
1 / Empty	N/A	N/A
101 / Sludge	20	Not submitted
102 / Sludge	20	Not submitted
103 / Sludge	15	Not submitted
104 / Sludge	25	Not submitted
105 / Sludge	N/A	Not submitted
106 / Sludge	23	Not submitted
107 / Sludge	22	Not submitted
108 / Sludge	16	Not submitted
109 / Sludge	?	Not submitted
110 / Sludge	25	Not submitted
111 / Sludge	25	30.8 +/- 0.86
111 / Redwood	60	1.18 +/- .022
112 / Sludge	290	48.6 +/- 1.24
112 / Redwood	60	1.95 +/- 0.27
113 / Sludge	20	2.29 +/- 0.34
114 / Sludge		32.9 +/- 1.23
115 / Sludge	25	Not submitted
116 / Sludge	25	15.5 +/- 0.68
117 / Sludge	25	Not submitted
118 / Sludge	22	33.8 +/- 1.16
120 / Empty	N/A	N/A
121 / Sludge	20	27.5 +/- 0.73
122 / Empty	N/A	N/A
123 / Empty	N/A	N/A

← ReSample with ED

← ReSample with ED

← ReSample with ED

Based on laboratory analysis, four of the tanks located at the Goodwin Treating Plant will require treatment of the tank contents as NORM. These tanks are listed as follows:

Tank Identification	Estimated Amount of Tank Contents
Tank 111 - 500 bbl Redwood	60 Cubic Yards
Tank 112 - 500 bbl Redwood	33 Cubic Yards
Tank 114 - 750 bbl Redwood	150 Cubic Yards
Tank 118 - 750 bbl Redwood	150 Cubic Yards
Total Estimated Amount of NORM from Tanks	393 Cubic Yards

Note: 1 bbl = 5.614 cubic feet
27 cubic feet = 1 cubic yard
393 cubic yards = 1,890 bbls (approximate)

Auger well 6900 ft
7 inch casing

Sample in June Boulder like tanks -

Twice Background For Soils - Send to Lab,

General licence. Norm Storage... 10 year - 1 year at a time.

↳ Landoffice on OLD General licence

Sludges / Soil Survey
Between Cement Plugs
Change by Cubic Ft.

How it was Bid Contractor used.

Submit Report - wait for US to Sample

PSC
Draft

May 8, 2001

The following is a listing of the Goodwin Treating Plant Tanks and results of tank contents that were sampled and surveyed in the field with some samples being submitted for laboratory analysis.

Tank / Material	Remote Reading uR/hr.	Lab Result pCi/gram
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102 / Sludge	20	Not submitted
103 / Sludge	15	Not submitted
104 / Sludge	25	Not submitted
105 / Sludge	N/A	Not submitted
106 / Sludge	23	Not submitted
107 / Sludge	22	Not submitted
108 / Sludge	16	Not submitted
109 / Sludge	?	Not submitted
110 / Sludge	25	Not submitted
111 / Sludge	25	30.8 +/- 0.86
111 / Redwood	60	1.18 +/- .022
112 / Sludge	290	48.6 +/- 1.24
112 / Redwood	60	1.95 +/- 0.27
113 / Sludge	20	2.29 +/- 0.34
114 / Sludge		32.9 +/- 1.23
115 / Sludge	25	Not submitted
116 / Sludge	25	15.5 +/- 0.68
117 / Sludge	25	Not submitted
118 / Sludge	22	33.8 +/- 1.16
120 / Empty	N/A	N/A
121 / Sludge	20	27.5 +/- 0.73
122 / Empty	N/A	N/A
123 / Empty	N/A	N/A

Based on laboratory analysis, four of the tanks located at the Goodwin Treating Plant will require treatment of the tank contents as NORM. These tanks are listed as follows:

Tank Identification	Estimated Amount of Tank Contents
Tank 111 – 500 bbl Redwood	60 Cubic Yards
Tank 112 – 500 bbl Redwood	33 Cubic Yards
Tank 114 – 750 bbl Redwood	150 Cubic Yards
Tank 118 – 750 bbl Redwood	150 Cubic Yards
Total Estimated Amount of NORM from Tanks	393 Cubic Yards

Note: 1 bbl = 5.614 cubic feet

27 cubic feet = 1 cubic yard

393 cubic yards = 1,890 bbls (approximate)

Photo 1
Goodwin Treating Plant
March 29, 2001
Philip Environmental Services Corp.



Photo 5
Goodwin Treating Plant
March 29, 2001
Philip Environmental Services Corp.



Photo 3
Goodwin Treating Plant
March 29, 2001
Philip Environmental Services Corp.



Photo 4 Goodwin Treating Plant]
March 29, 2001
Philip Environmental Services Corp.



Photo 6
Goodwin Treating Plant
March 29, 2001
Philip Environmental Services Corp.

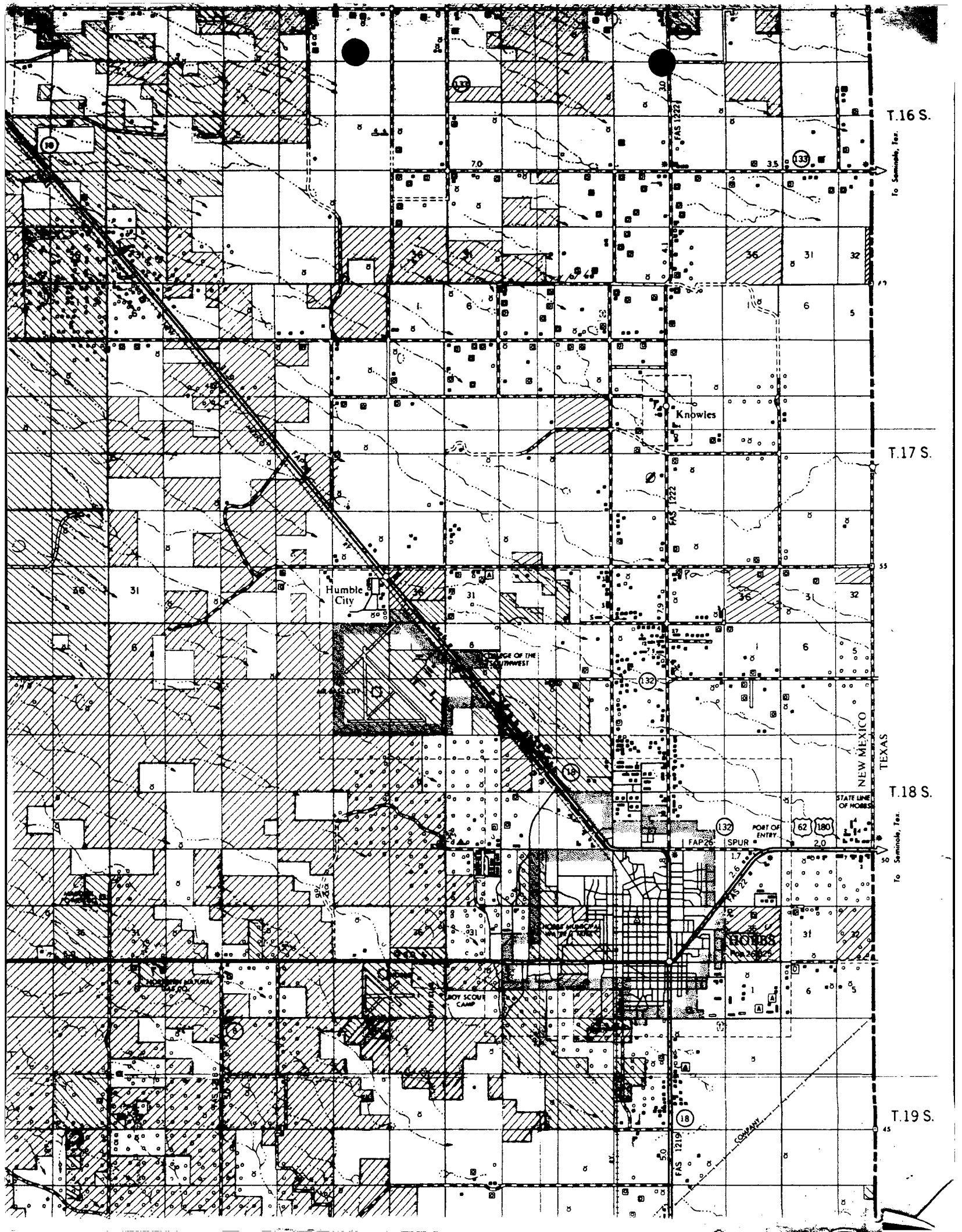


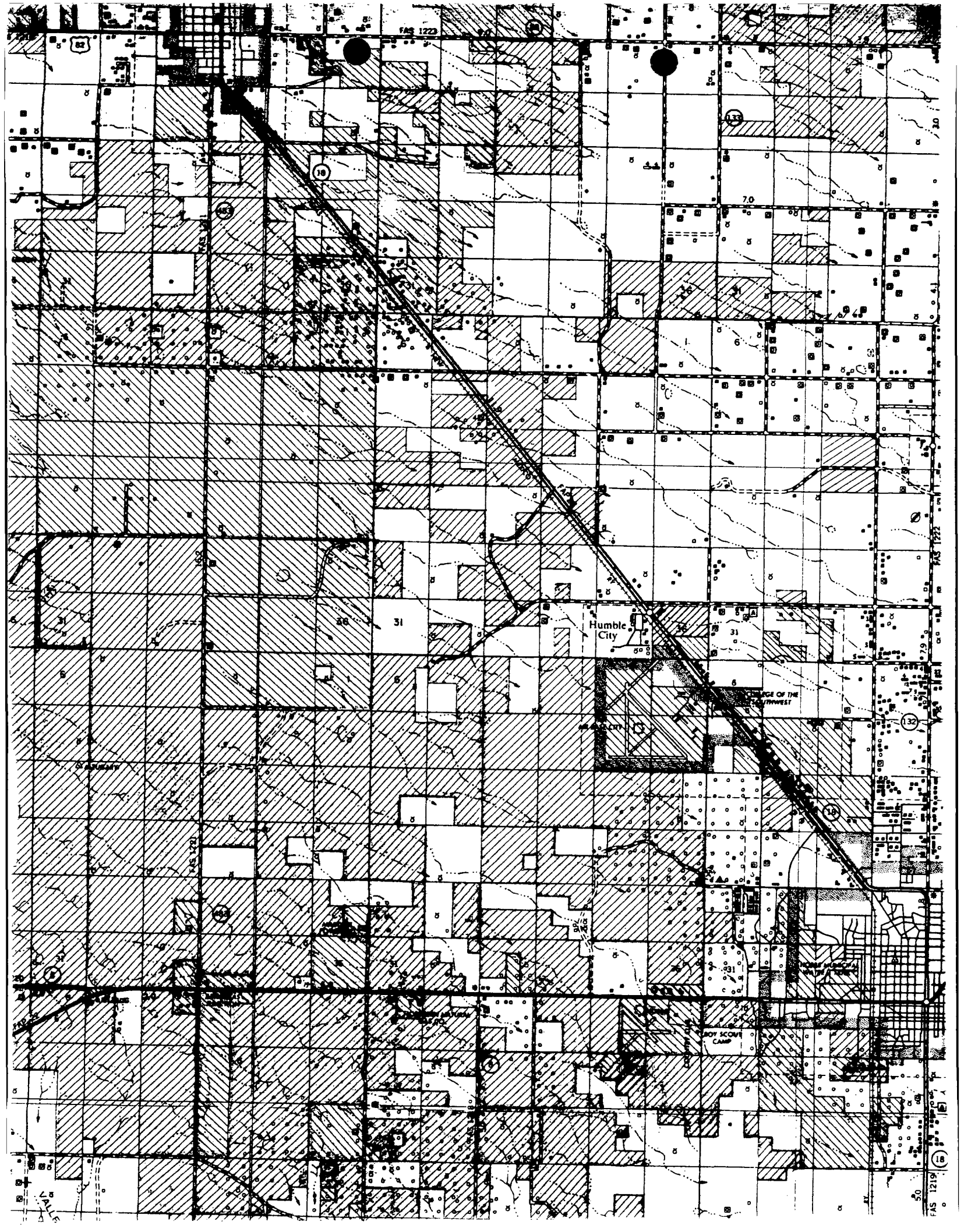
Photo 7
Goodwin Treating Plant
March 29, 2001
Philip Environmental Services Corp

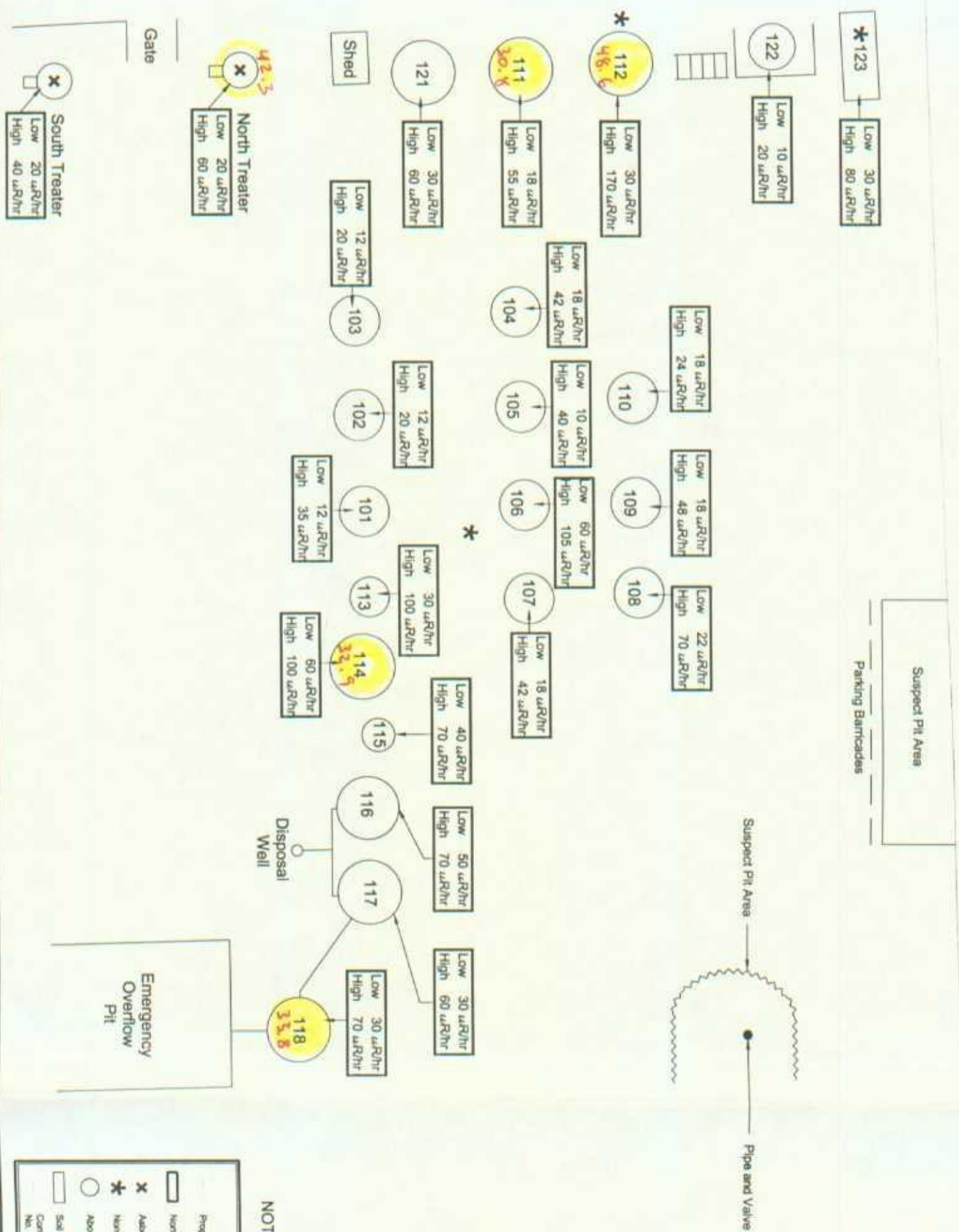


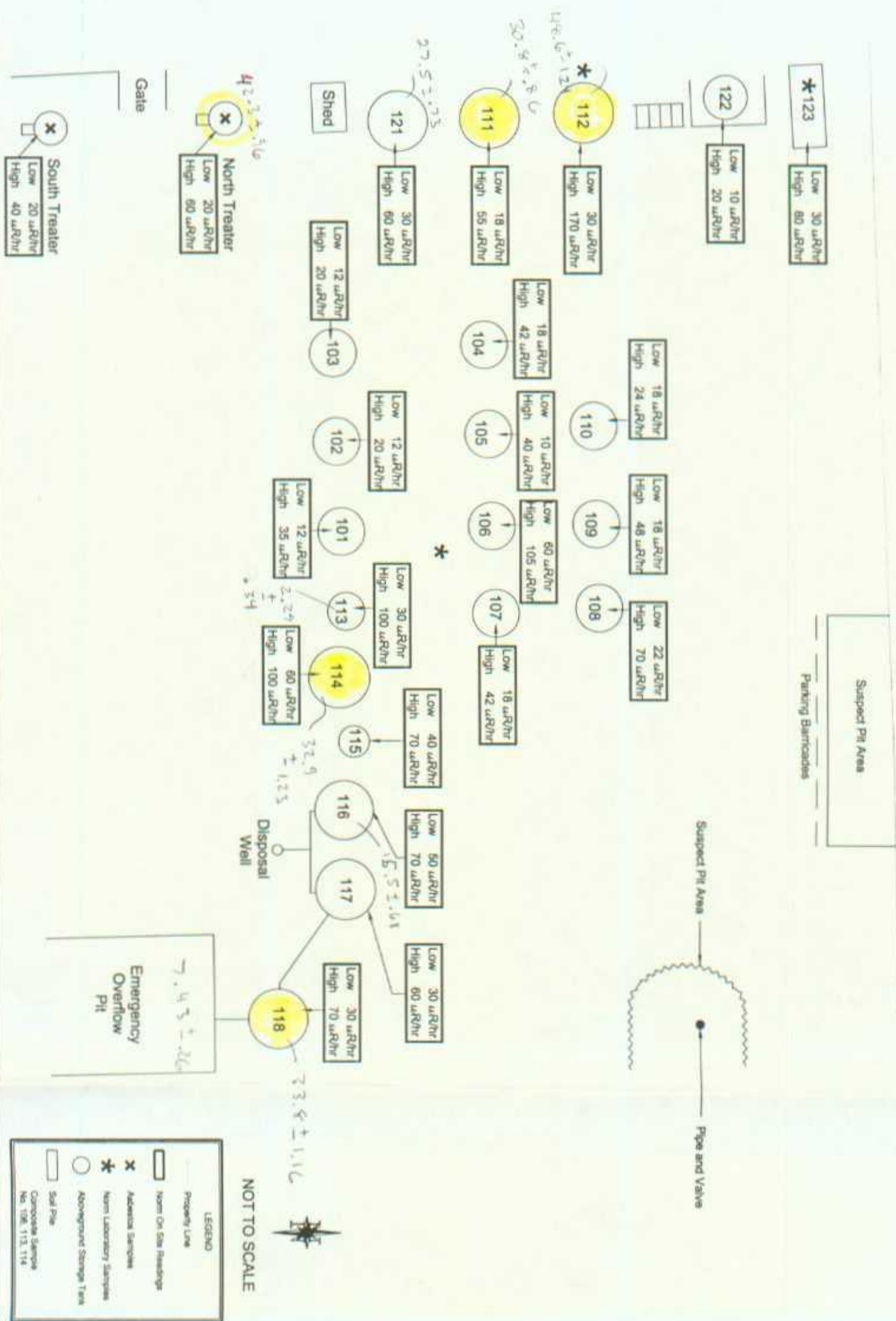
Photo 2
Goodwin Treating Plant
March 29, 2001
Philip Environmental Services Corp.

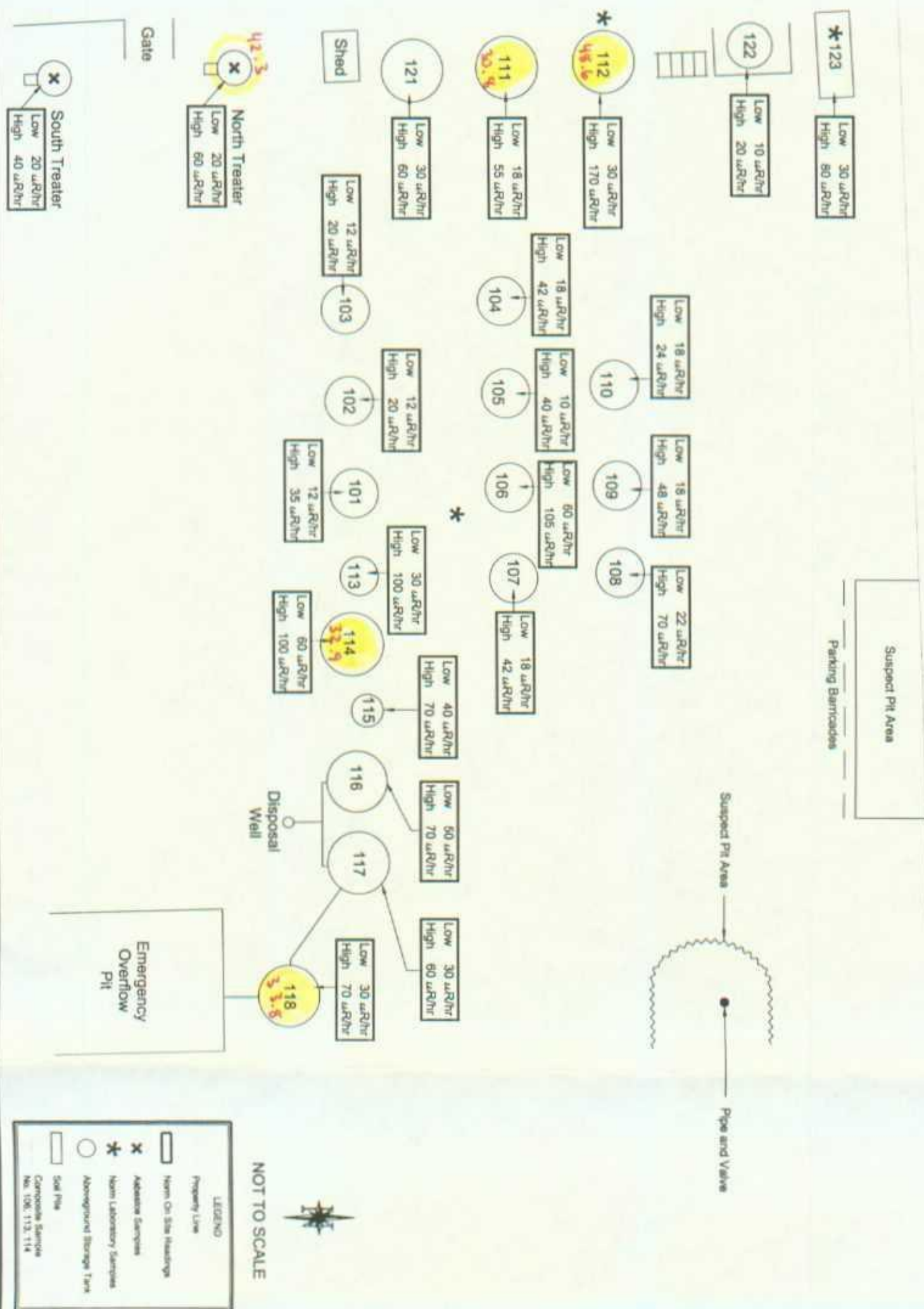


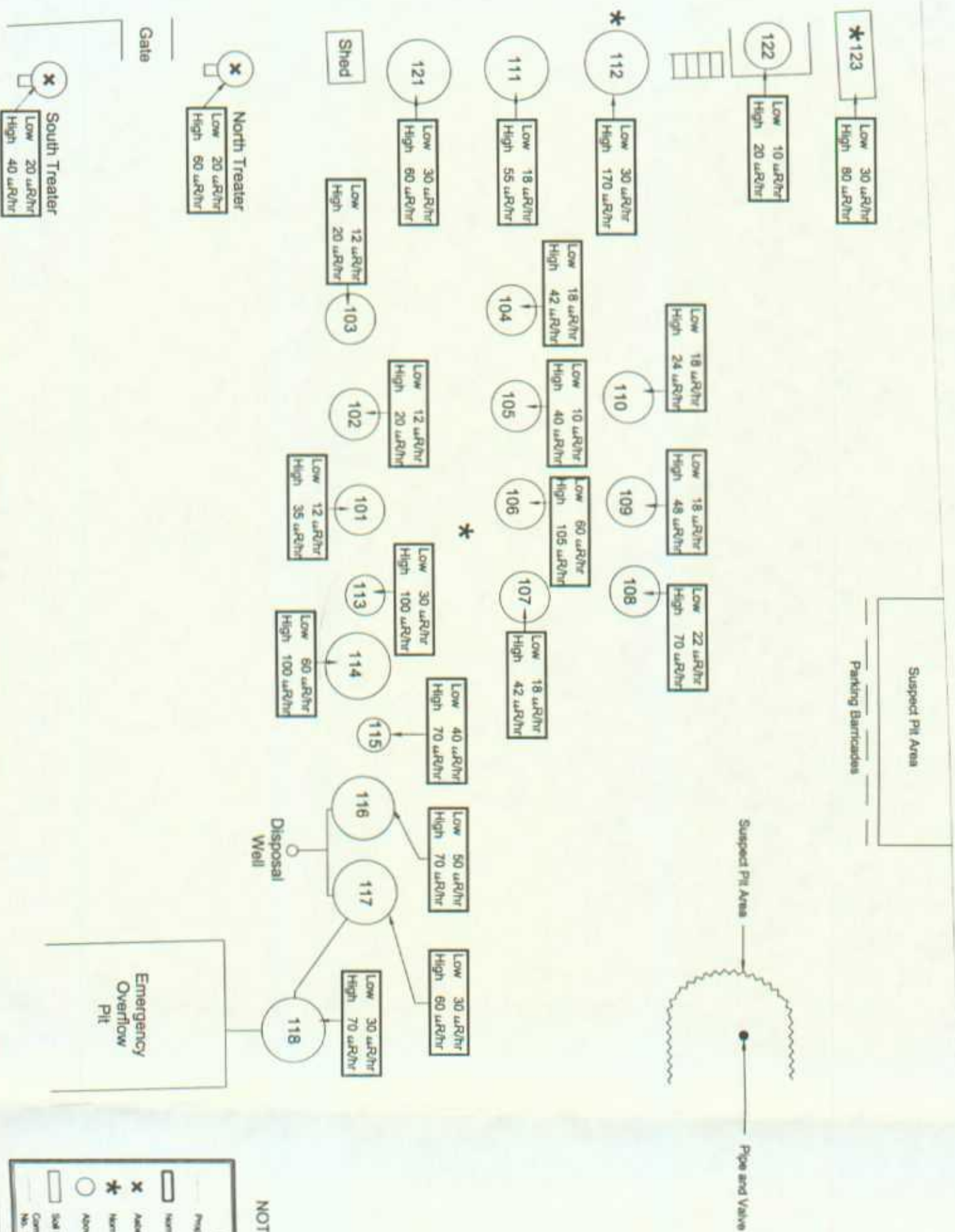


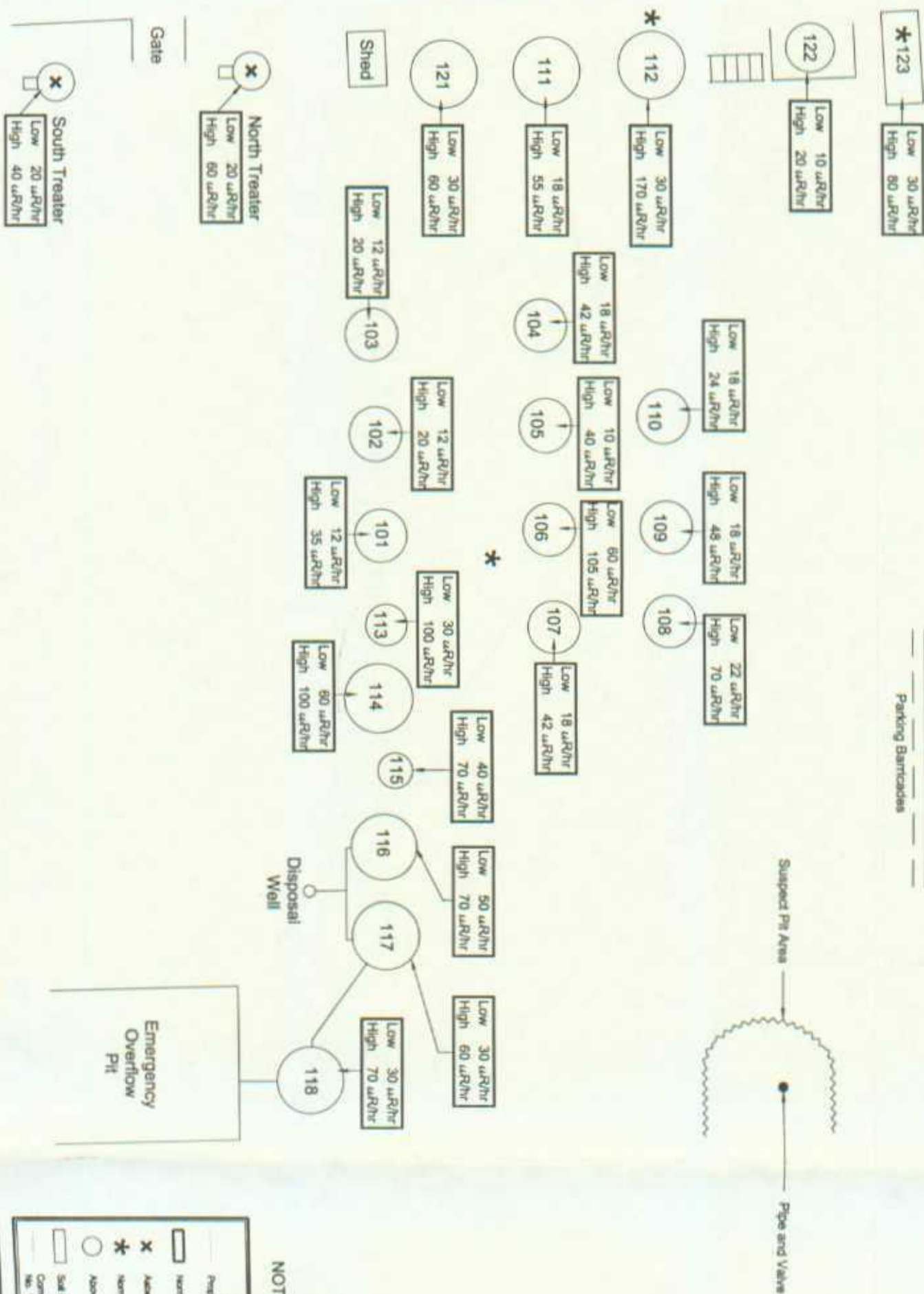












Soil

Enviro-Test Laboratories LLC.
Chemical Analysis Report

PINNACLE LABORATORIES, INC

Date: 10 APR 2001

Attn: PROJECT MANAGER

2709D PAN AMERICAN FREEWAY NE

ALBUQUERQUE NM 87107

Lab Work Order #: L2711

Date Received: 03 APR 2001

Project P.O. #: 103103

Project Reference: GOODWIN TREATING PLANT

Comments:

APPROVED BY: _____


Dave Demorest

Project Manager



Enviro • Test
LABORATORIES LLC.

420 West Street Casper, Wyoming 82601

Phone: (307) 235-5741 Fax: (307) 266-1676

Toll Free 1(800)666-0306

Limit of Liability: Although care and due diligence is taken in the performance of our services, our liability in all cases is limited to re-analysis at our expense or refunding the analytical costs charged for the work performed.

Chemical Analysis Report

PINNACLE LABORATORIES, INC
2709D PAN AMERICAN FREEWAY NE
ALBUQUERQUE NM 87107
ATTN: PROJECT MANAGER

Report Date: 10-APR-01
Page: 2 of 22
PO No.: 103103
WO NO.: L2711

Sample ID: N.T.-1-S / 103103-01
Job Name: GOODWIN TREATING PLANT
Sampled By: CLIENT

Date Collected: 28-MAR-01
Lab Sample ID: L2711-1
Matrix: SOIL

Test Description	Result	Units of Measure	D.L.	Prep Date	Analyzed	By
Misc Radium-226	42.3 +/- 0.96	pCi/g	0.27	04-APR-01	06-APR-01	DF
North Treater	Soil					

ATTN: PROJECT MANAGER

Date Collected: 28-MAR-01
Lab Sample ID: L2711-7
Matrix: SOIL

[illegible]

Enviro • Test
LABORATORIES LLC.

420 West Street Casper, Wyoming 82601
Phone: (307) 235-5741 Fax: (307) 266-1676
Toll Free 1(800)666-0306

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**PINNACLE LABORATORIES, INC
2709D PAN AMERICAN FREEWAY NE
ALBUQUERQUE NM 87107
ATTN: PROJECT MANAGER**

Report Date: 10-APR-01
Page: 9 of 22
PO No.: 103103
WO NO.: L2711

Sample ID: 113-1-S / 103103-09
Job Name: GOODWIN TREATING PLANT
Sampled By: CLIENT

Date Collected: 28-MAR-01
Lab Sample ID: L2711-8
Matrix: SOIL

[illegible]

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LABORATORIES LLC.
420 West Street Casper, Wyoming 82601
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ATTN: PROJECT MANAGER

Date Collected: 28-MAR-01
Lab Sample ID: L2711-9
Matrix: SOIL

[illegible]

Enviro • Test
LABORATORIES LLC.

420 West Street Casper, Wyoming 82601
Phone: (307) 235-5741 Fax: (307) 266-1676
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Chemical Analysis Report

PINNACLE LABORATORIES, INC
2709D PAN AMERICAN FREEWAY NE
ALBUQUERQUE NM 87107

ATTN: PROJECT MANAGER

Report Date: 10-APR-01
Page: 13 of 22
PO No.: 103103
WO NO.: L2711

Sample ID: TANK 112 / 103103-13
Job Name: GOODWIN TREATING PLANT
Sampled By: CLIENT

Date Collected: 28-MAR-01
Lab Sample ID: L2711-12
Matrix: SOIL *Siludge*

Test Description	Result	Units of Measure	D.L.	Prep Date	Analyzed	By
Misc Radium-226	48.6 +/- 1.24	pCi/g	0.38	04-APR-01	06-APR-01	DF
	<i>Tank</i>					

Chemical Analysis Report

PINNACLE LABORATORIES, INC
2709D PAN AMERICAN FREEWAY NE
ALBUQUERQUE NM 87107
ATTN: PROJECT MANAGER

Report Date: 10-APR-01
Page: 14 of 22
PO No.: 103103
WO NO.: L2711

Sample ID: TANK 111 / 103103-14
Job Name: GOODWIN TREATING PLANT
Sampled By: CLIENT

Date Collected: 28-MAR-01
Lab Sample ID: L2711-13
Matrix: SOIL

Test Description	Result	Units of Measure	D.L.	Prep Date	Analyzed	By
Misc Radium-226	1.18 +/- 0.22	pCi/g	0.26	04-APR-01	06-APR-01	DF
	Redwood					



Enviro • Test
LABORATORIES LLC.
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Toll Free 1(800)666-0306

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Chemical Analysis Report

PINNACLE LABORATORIES, INC
2709D PAN AMERICAN FREEWAY NE
ALBUQUERQUE NM 87107

ATTN: PROJECT MANAGER

Report Date: 10-APR-01
Page: 15 of 22
PO No.: 103103
WO NO.: L2711

Sample ID: TANK 112 REDWOOD / 103103-15
Job Name: GOODWIN TREATING PLANT
Sampled By: CLIENT

Date Collected: 28-MAR-01
Lab Sample ID: L2711-14
Matrix: SOIL

Test Description	Result	Units of Measure	D.L.	Prep Date	Analyzed	By
Misc Radium-226	1.95 +/- 0.27	pCi/g	0.27	04-APR-01	06-APR-01	DF
	Redwood					

Limit of Liability: Although care and due diligence is taken in the performance of our services, our liability in all cases is limited to re-analysis at our expense or refunding the analytical costs charged for the work performed.

**PINNACLE LABORATORIES, INC
2709D PAN AMERICAN FREEWAY NE
ALBUQUERQUE NM 87107**

ATTN: PROJECT MANAGER

Report Date: 10-APR-01

Page: 17 of 22

PO No.: 103103

WO NO.: L2711

Sample ID: 115-1-24" / 103103-17
Job Name: GOODWIN TREATING PLANT
Sampled By: CLIENT

Date Collected: 29-MAR-01

Lab Sample ID: L2711-16

Matrix: SOIL

[illegible]

ETL Enviro • Test
LABORATORIES LLC.
420 West Street Casper, Wyoming 82601
Phone: (307) 235-5741 Fax: (307) 266-1676
Toll Free 1(800)666-0306

Limit of Liability: Although care and due diligence is taken in the performance of our services, our liability in all cases is limited to re-analysis at our expense or refunding the analytical costs charged for the work performed.

**PINNACLE LABORATORIES, INC
2709D PAN AMERICAN FREEWAY NE
ALBUQUERQUE NM 87107**

ATTN: PROJECT MANAGER

Report Date: 10-APR-01

Page: 18 of 22

PO No.: 103103

WO NO.: L2711

Sample ID: 116-1-S / 103103-18

Job Name: GOODWIN TREATING PLANT

Sampled By: CLIENT

Date Collected: 29-MAR-01

Lab Sample ID: L2711-17

Matrix: SOIL

[illegible]

Enviro • Test
LABORATORIES LLC.

420 West Street Casper, Wyoming 82601

Phone: (307) 235-5741 Fax: (307) 266-1676

Toll Free 1(800)666-0306

Limit of Liability. Although care and due diligence is taken in the performance of our services, our liability in all cases is limited to re-analysis at our expense or refunding the analytical costs charged for the work performed.

**PINNACLE LABORATORIES, INC
2709D PAN AMERICAN FREEWAY NE
ALBUQUERQUE NM 87107**

ATTN: PROJECT MANAGER

Report Date: 10-APR-01

Page: 20 of 22

PO No.: 103103

WO NO.: L2711

Sample ID: 117-1-S / 103103-20
Job Name: GOODWIN TREATING PLANT
Sampled By: CLIENT

Date Collected: 29-MAR-01

Lab Sample ID: L2711-19

Matrix: SOIL

[illegible]

Limit of Liability: Although care and due diligence is taken in the performance of our services, our liability in all cases is limited to re-analysis at our expense or refunding the analytical costs charged for the work performed.

Limit of Liability: Although care and due diligence is taken in the performance of our services, our liability in all cases is limited to re-analysis at our expense or refunding the analytical costs charged for the work performed.

Methodology Reference

ETL Test Code	Matrix	Test Description	Methodology Reference
GAMMA-NORM-CA	Soil	Gamma Spectroscopy	Mod.EPA.901.1

Enviro-Test Laboratories LLC.

Chemical Analysis Report

PINNACLE LABORATORIES, INC

Date: 10 APR 2001

Attn: PROJECT MANAGER

2709D PAN AMERICAN FREEWAY NE

ALBUQUERQUE NM 87107

Lab Work Order #: L2712

Date Received: 03 APR 2001

Project P.O. #: 103103

Project Reference: GOODWIN TREATING PLANT

Comments:

APPROVED BY: _____

Dave Demorest

Project Manager



Enviro • Test
LABORATORIES LLC.

420 West Street Casper, Wyoming 82601
Phone: (307) 235-5741 Fax: (307) 266-1676

Toll Free 1(800)666-0306

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**PINNACLE LABORATORIES, INC
2709D PAN AMERICAN FREEWAY NE
ALBUQUERQUE NM 87107
ATTN: PROJECT MANAGER**

Report Date: 10-APR-01
Page: 7 of 13
PO No.: 103103
WO NO.: L2712

Sample ID: TANK 111 / 103103-27
Job Name: GOODWIN TREATING PLANT
Sampled By: CLIENT

Date Collected: 29-MAR-01
Lab Sample ID: L2712-6
Matrix: SLUDGE

[illegible]

Limit of Liability: Although care and due diligence is taken in the performance of our services, our liability in all cases is limited to re-analysis at our expense or refunding the analytical costs charged for the work performed.

ATTN: PROJECT MANAGER

Page: 9 of 13

PO No.: 103103

WO NO.: L2712

Date Collected: 29-MAR-01

Lab Sample ID: L2712-8

Matrix: SLUDGE

ETL Enviro • Test
LABORATORIES LLC.
420 West Street Casper, Wyoming 82601
Phone: (307) 235-5741 Fax: (307) 266-1676
Toll Free 1(800)666-0306

Limit of Liability: Although care and due diligence is taken in the performance of our services, our liability in all cases is limited to re-analysis at our expense or refunding the analytical costs charged for the work performed.

Limit of Liability. Although care and due diligence is taken in the performance of our services, our liability in all cases is limited to re-analysis at our expense or refunding the analytical costs charged for the work performed.

Methodology Reference

ETL Test Code	Matrix	Test Description	Methodology Reference
GAMMA-NORM-CA	Soil	Gamma Spectroscopy	Mod.EPA.901.1



NEW MEXICO ENERGY, MINERALS and NATURAL RESOURCES DEPARTMENT

GARY E. JOHNSON

Governor

Jennifer A. Salisbury

Cabinet Secretary

March 23, 2001

Lori Wrotenbery

Director

Oil Conservation Division

Mr. Don Fernald
Project Manager
Philip Environmental Service Corporation
4000 Monroe Road
Farmington, New Mexico 87401

**RE: Revised Work Plan and Site HASP for the
Investigation, Clean-up and Remediation of environmental contamination at
the Goodwin Treating Plant Contract (No. 01-521-07-151) Lea County**

Dear Mr. Fernald:

The New Mexico Oil Conservation Division (OCD) has received the revised work plan and site specific HASP on March 21, 2001 for the above referenced contract. The OCD has reviewed these documents and hereby approves the revised work plan and HASP. Please proceed to begin the contracted work at your earliest convenience.

If you have any questions, please feel free to call me in Santa Fe at 505-476-3488 or in the field at 505-660-1067.

Sincerely,

A handwritten signature in black ink, appearing to read "Martyne J. Kieling".

Martyne J. Kieling
Environmental Geologist

xc: OCD Hobbs
Bill Floyd, NMED
Mike Matush, SLO
Leon Anderson, SLO Hobbs

Kielling, Martyne

From: Fernald, Don[SMTP:DFernald@contactpsc.com]
Sent: Wednesday, March 21, 2001 4:58 PM
To: mkielling@state.nm.us
Subject: Goodwin Treating Plant



HASP.doc



SOW Phase I & II.doc

Hi Martyne,

Hope your feeling better. I spoke with Roger since you've been out and notified him of our start date. I have attached a copy of our scope of work for the Phase I & II along with our HASP. We will be on site on 3/27/01 to start the NORM survey of the tanks, treaters and soil. Can we get a letter from you verifying/approving a change order for the soil survey in accordance to the T&M rates in the contract?

Drilling is tentively scheduled for 3/27, pending the completion of another project in the area by the driller (Eades). Drilling activities will start no later then 3/28/01. I will be e-mailing you additional information in the next day or two regarding the project, contact lists, etc.

We will be wearing TLD badges to monitor radiation exposure. Do you have or need to order?

Please call me when you have an opportunity to discuss the project.

Sincerely,

Don Fernald
PSC
4000 Monroe Road
Farmington, New Mexico 87401
Ph: (505)326-2262
Fax: (505)326-2388

<<HASP.doc>> <<SOW Phase I & II.doc>>



NEW MEXICO ENERGY, MINERALS and NATURAL RESOURCES DEPARTMENT

GARY E. JOHNSON
Governor
Jennifer A. Salisbury
Cabinet Secretary

February 21, 2001

Lori Wrotenbery
Director
Oil Conservation Division

CERTIFIED MAIL
RETURN RECIEPT NO. 7099-3220-0000-5051-2054

Mr. Don Fernald
Project Manager
Philip Environmental Service Corporation
4000 Monroe Road
Farmington, New Mexico 87401

**RE: Investigation, Clean-up and Remediation of environmental contamination at
the Goodwin Treating Plant Contract (No. 01-521-07-151) Lea County**

Dear Mr. Fernald:

Enclosed is an executed copy of the above-referenced contract. The New Mexico Oil Conservation Division (OCD) requests a meeting here at our Santa Fe office prior to commencing work to discuss the budget particulars that will constrain the cleanup effort. The OCD will need to discuss with Philip Environmental Services Corporation items such as recycling of tank material and onsite waste management of NORM contaminated soil. Please contact us at your earliest convenience to set a meeting time. Please proceed to make arrangements to begin the contracted work.

If you have any questions, please feel free to call either me at 505/476-3451 or Martyne Kieling at 505/476-3488.

Sincerely,

Steve Ross
Legal Counsel

xc: Martyne Kieling, OCD Santa Fe
OCD Hobbs
Mike Matush, SLO
Leon Anderson, SLO Hobbs

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)
01/08/2001

PRODUCER (505)396-1318 FAX (505)396-3249

Western States Insurance Group

Lovington

P.O. Box 1265

Lovington, NM 88260

Attn: Connie Sevier

Ext:

INSURED

Safety & Environmental Solutions, Inc.

703 E. Clinton

Hobbs, NM 88240

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

COMPANIES AFFORDING COVERAGE

COMPANY A	Burns & Wilcox LTD
COMPANY B	Farmers Alliance Insurance
COMPANY C	N.M. Mutual Casualty
COMPANY D	

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY	GA6084505	01/11/1999	01/11/2002	GENERAL AGGREGATE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				PRODUCTS - COMP/OP AGG \$ 1,000,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				PERSONAL & ADV INJURY \$ 1,000,000
	<input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT				EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> Professional Lia				FIRE DAMAGE (Any one fire) \$ 50,000
	<input checked="" type="checkbox"/> Claims Made Form				MED EXP (Any one person) \$ 5,000
B	AUTOMOBILE LIABILITY	BAP 24304	01/11/2001	01/11/2002	COMBINED SINGLE LIMIT \$ 1,000,000
	<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE \$
	<input checked="" type="checkbox"/> HIRED AUTOS				
	<input checked="" type="checkbox"/> NON-OWNED AUTOS				
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
	<input type="checkbox"/> ANY AUTO				OTHER THAN AUTO ONLY: \$
					EACH ACCIDENT \$
	EXCESS LIABILITY				AGGREGATE \$
	<input type="checkbox"/> UMBRELLA FORM				EACH OCCURRENCE \$
	<input type="checkbox"/> OTHER THAN UMBRELLA FORM				AGGREGATE \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	17390.105	09/13/2001	09/13/2002	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER \$
	THE PROPRIETOR/ PARTNERS/EXECUTIVE OFFICERS ARE:				EL EACH ACCIDENT \$ 1,000,000
	<input type="checkbox"/> INCL <input type="checkbox"/> EXCL				EL DISEASE - POLICY LIMIT \$ 1,000,000
	OTHER				EL DISEASE - EA EMPLOYEE \$ 1,000,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

Blanket Waiver of Subrogation and Additional Insured provided on General Liability and Auto Policies
Blanket Waiver of Subrogation provided on the workers Compensation Policy.

CERTIFICATE HOLDER

State of New Mexico
Oil and Conversation Division
2040 South Pacheco
Santa Fe, NM 87505

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL _____ DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE



NEW MEXICO ENERGY, MINERALS and NATURAL RESOURCES DEPARTMENT

GARY E. JOHNSON

Governor

Jennifer A. Salisbury

Cabinet Secretary

February 9, 2001

Lori Wrotenbery

Director

Oil Conservation Division

CERTIFIED MAIL

RETRUN RECEIPT NO. 7099-3220-0000-5051-1897

Martin Nee, Location Manager
Philip Environmental Services Corporation
4000 Monroe Rd.
Farmington, NM 87401

RE: Contract 00-521-07-151 for investigation, cleanup and environmental remediation of the Goodwin treating plant.

Dear Mr. Nee:

The State of New Mexico's Oil Conservation Division of the Energy, Minerals and Natural Resources Department (EMNRD-OCD) is pleased to inform you that Philip Environmental Services Corporation has presented the best over all proposal for the investigation, cleanup and environmental remediation of the Goodwin treating plant. Enclosed in an E-mail sent to you on February 9, 2001 please find a Word document containing Contract 00-521-07-151. Please review and print out five copies of the contract. To expedite this process please sign and return all five copies to me at your earliest convenience.

If you have any questions, please call me at 505-476-3488.

Sincerely,

Martyne J. Kielling
Environmental Geologist

xc: Steve Ross, OCD Legal Counsel
OCD Hobbs



NEW MEXICO ENERGY, MINERALS and NATURAL RESOURCES DEPARTMENT

GARY E. JOHNSON

Governor

Jennifer A. Salisbury

Cabinet Secretary

February 12, 2001

Lori Wrotenbery

Director

Oil Conservation Division

CERTIFIED MAIL

RETURN RECEIPT NO. 7099-3220-0000-5051-1903

Mr. Cliff Brunson
BBC International, Inc.
P.O. Box 805
Hobbs NM 88241-0805

**RE: Contract for Investigation, Cleanup and Environmental Remediation of the
Goodwin Treating Plant**

Dear Mr. Brunson:

It is my regret to inform you that BBC International, Inc. was not awarded the above-referenced proposal. The proposal was awarded to Philip Environmental Services Corporation and the contract is pending. We thank you for your proposal and we hope to receive proposals from you on future projects.

If you have any questions, please feel free to call me at 505-476-3488.

Sincerely,

A handwritten signature in cursive script, appearing to read "Martyne Kieling".

Martyne Kieling
Environmental Geologist

xc: Steve Ross, OCD Legal Counsel
OCD Hobbs



NEW MEXICO ENERGY, MINERALS and NATURAL RESOURCES DEPARTMENT

GARY E. JOHNSON
Governor
Jennifer A. Salisbury
Cabinet Secretary

February 12, 2001

Lori Wrotenbery
Director
Oil Conservation Division

CERTIFIED MAIL
RETURN RECIEPT NO. 7099-3220-0000-5051-1910

Mr. Jesse Taylor
Environmental Technology Group, Inc.
2540 W. Marland Blvd.,
Hobbs, NM 88240

**RE: Contract for Investigation, Cleanup and Environmental Remediation of the
Goodwin Treating Plant**

Dear Mr. Taylor:

It is my regret to inform you that Environmental Technology Group, Inc. was not awarded the above-referenced proposal. The proposal was awarded to Philip Environmental Services Corporation and the contract is pending. We thank you for your proposal and we hope to receive proposals from you on future projects.

If you have any questions, please feel free to call me at 505-476-3488.

Sincerely,

Martyne Kieling
Environmental Geologist

xc: Steve Ross, OCD Legal Counsel
OCD Hobbs



NEW MEXICO ENERGY, MINERALS and NATURAL RESOURCES DEPARTMENT

GARY E. JOHNSON
Governor
Jennifer A. Salisbury
Cabinet Secretary

February 12, 2001

Lori Wrotenbery
Director
Oil Conservation Division

CERTIFIED MAIL

RETURN RECEIPT NO. 7099-3220-0000-5051-1927

Ms. Renea Parish
Vision Technology, Inc.
1943 N. Grimes, Suite B
Hobbs, NM 88240

**RE: Contract for Investigation, Cleanup and Environmental Remediation of the
Goodwin Treating Plant**

Dear Ms. Parish:

It is my regret to inform you that Vision Technology, Inc. was not awarded the above-referenced proposal. The proposal was awarded to Philip Environmental Services Corporation and the contract is pending. We thank you for your proposal and we hope to receive proposals from you on future projects.

If you have any questions, please feel free to call me at 505-476-3488.

Sincerely,

Martyne Kieling
Environmental Geologist

xc: Steve Ross, OCD Legal Counsel
OCD Hobbs



NEW MEXICO ENERGY, MINERALS and NATURAL RESOURCES DEPARTMENT

GARY E. JOHNSON

Governor

Jennifer A. Salisbury

Cabinet Secretary

February 12, 2001

Lori Wrotenbery

Director

Oil Conservation Division

CERTIFIED MAIL

RETURN RECEIPT NO. 7099-3220-0000-5051-1934

Mr. Robert Metzler
On Site Technology, Ltd.
P.O. Box 2606
Farmington, NM 87499

**RE: Contract for Investigation, Cleanup and Environmental Remediation of the
Goodwin Treating Plant**

Dear Mr. Metzler:

It is my regret to inform you that On Site Technology, Ltd. was not awarded the above-referenced proposal. The proposal was awarded to Philip Environmental Services Corporation and the contract is pending. We thank you for your proposal and we hope to receive proposals from you on future projects.

If you have any questions, please feel free to call me at 505-476-3488.

Sincerely,

A handwritten signature in cursive script, appearing to read "Martyne Kieling".

Martyne Kieling
Environmental Geologist

xc: Steve Ross, OCD Legal Counsel
OCD Hobbs



NEW MEXICO ENERGY, MINERALS and NATURAL RESOURCES DEPARTMENT

GARY E. JOHNSON

Governor

Jennifer A. Salisbury

Cabinet Secretary

Lori Wrotenbery

Director

Oil Conservation Division

February 12, 2001

CERTIFIED MAIL

RETURN RECIEPT NO. 7099-3220-0000-5051-1941

Mr. Ish Robles
Robles & Sons, Inc.
750 North Main
Cibolo, Texas 78108

**RE: Contract for Investigation, Cleanup and Environmental Remediation of the
Goodwin Treating Plant**

Dear Mr. Robles:

It is my regret to inform you that Robles & Sons, Inc. was not awarded the above-referenced proposal. The proposal was awarded to Philip Environmental Services Corporation and the contract is pending. We thank you for your proposal and we hope to receive proposals from you on future projects.

If you have any questions, please feel free to call me at 505-476-3488.

Sincerely,

A handwritten signature in cursive script, appearing to read "Martyne Kieling".

Martyne Kieling
Environmental Geologist

xc: Steve Ross, OCD Legal Counsel
OCD Hobbs



NEW MEXICO ENERGY, MINERALS and NATURAL RESOURCES DEPARTMENT

GARY E. JOHNSON
Governor
Jennifer A. Salisbury
Cabinet Secretary

February 12, 2001

Lori Wrotenbery
Director
Oil Conservation Division

CERTIFIED MAIL
RETURN RECIEPT NO. 7099-3220-0000-5051-1958

Mr. Timothy H. White
Environeering, Inc.
16350 Park Ten Place, Suite 140
Houston, Texas 77084

**RE: Contract for Investigation, Cleanup and Environmental Remediation of the
Goodwin Treating Plant**

Dear Mr. White:

It is my regret to inform you that Environeering, Inc. was not awarded the above-referenced proposal. The proposal was awarded to Philip Environmental Services Corporation and the contract is pending. We thank you for your proposal and we hope to receive proposals from you on future projects.

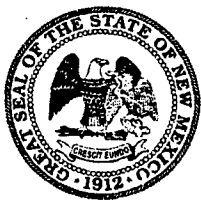
If you have any questions, please feel free to call me at 505-476-3488.

Sincerely,

A handwritten signature in cursive script, appearing to read "Martyne Kieling".

Martyne Kieling
Environmental Geologist

xc: Steve Ross, OCD Legal Counsel
OCD Hobbs



NEW MEXICO ENERGY, MINERALS and NATURAL RESOURCES DEPARTMENT

GARY E. JOHNSON

Governor

Jennifer A. Salisbury

Cabinet Secretary

Lori Wrotenberg

Director

Oil Conservation Division

February 12, 2001

CERTIFIED MAIL

RETURN RECEIPT NO. 7099-3220-0000-5051-1965

Mr. Morris Young
Envirotech Inc.
5796 US Hwy 64
Farmington, NM 87401

**RE: Contract for Investigation, Cleanup and Environmental Remediation of the
Goodwin Treating Plant**

Dear Mr. Young:

It is my regret to inform you that Envirotech, Inc. was not awarded the above-referenced proposal. The proposal was awarded to Philip Environmental Services Corporation and the contract is pending. We thank you for your proposal and we hope to receive proposals from you on future projects.

If you have any questions, please feel free to call me at 505-476-3488.

Sincerely,

A handwritten signature in cursive script, appearing to read "Martyne Kieling".

Martyne Kieling
Environmental Geologist

xc: Steve Ross, OCD Legal Counsel
OCD Hobbs



NEW MEXICO ENERGY, MINERALS and NATURAL RESOURCES DEPARTMENT

GARY E. JOHNSON

Governor

Jennifer A. Salisbury

Cabinet Secretary

February 12, 2001

Lori Wrotenberg

Director

Oil Conservation Division

CERTIFIED MAIL

RETURN RECEIPT NO. 7099-3220-0000-5051-1989

Mr. Fred Schelby
AMEC Earth & Environmental, Inc.
8519 Jefferson, N. E.
Albuquerque, NM 87113

**RE: Contract for Investigation, Cleanup and Environmental Remediation of the
Goodwin Treating Plant**

Dear Mr. Schelby:

It is my regret to inform you that AMEC Earth & Environmental, Inc. was not awarded the above-referenced proposal. The proposal was awarded to Philip Environmental Services Corporation and the contract is pending. We thank you for your proposal and we hope to receive proposals from you on future projects.

If you have any questions, please feel free to call me at 505-476-3488.

Sincerely,

A handwritten signature in cursive script, reading "Martyne Kielling".

Martyne Kielling
Environmental Geologist

xc: Steve Ross, OCD Legal Counsel
OCD Hobbs



NEW MEXICO ENERGY, MINERALS and NATURAL RESOURCES DEPARTMENT

GARY E. JOHNSON

Governor

Jennifer A. Salisbury

Cabinet Secretary

February 12, 2001

Lori Wrotenbery

Director

Oil Conservation Division

CERTIFIED MAIL

RETURN RECEIPT NO. 7099-3220-0000-5051-1996

Mr. Larry Gandy
Gandy Corporation
P.O. Box 827
Tatum, NM 88267

**RE: Contract for Investigation, Cleanup and Environmental Remediation of the
Goodwin Treating Plant**

Dear Mr. Gandy:

It is my regret to inform you that Gandy Corporation was not awarded the above-referenced proposal. The proposal was awarded to Philip Environmental Services Corporation and the contract is pending. We thank you for your proposal and we hope to receive proposals from you on future projects.

If you have any questions, please feel free to call me at 505-476-3488.

Sincerely,

A handwritten signature in cursive script, appearing to read "Martyne Kielling".

Martyne Kielling
Environmental Geologist

xc: Steve Ross, OCD Legal Counsel
OCD Hobbs



NEW MEXICO ENERGY, MINERALS and NATURAL RESOURCES DEPARTMENT

GARY E. JOHNSON
Governor
Jennifer A. Salisbury
Cabinet Secretary

February 12, 2001

Lori Wrotenbery
Director
Oil Conservation Division

CERTIFIED MAIL

RETURN RECEIPT NO. 7099-3220-0000-5051-1972

Mr. Frank Bryant
Sustainable Environmental Solutions, Inc.
712 Stagecoach Drive
Las Cruces, NM 88011

**RE: Contract for Investigation, Cleanup and Environmental Remediation of the
Goodwin Treating Plant**

Dear Mr. Bryant:

It is my regret to inform you that Sustainable Environmental Solutions, Inc. was not awarded the above-referenced proposal. The proposal was awarded to Philip Environmental Services Corporation and the contract is pending. We thank you for your proposal and we hope to receive proposals from you on future projects.

If you have any questions, please feel free to call me at 505-476-3488.

Sincerely,

A handwritten signature in cursive script, appearing to read "Martyne J. Kieling".

Martyne Kieling
Environmental Geologist

xc: Steve Ross, OCD Legal Counsel
OCD Hobbs

Mr. Martin Nee
Location Manager
Philip Environmental Service Corporation
4000 Monroe Road
Farmington, New Mexico 87401

505-326-2262

320 - 9675

1. Would Philip be willing to lower their turnkey costs any?
2. Budget Supplemental Rate:
Please explain the "Blank 2 inch PVC riser" cost is it \$10.50 per foot?
3. Budget Supplemental Rate:
Please provide the EMNRD-OCD with a supplemental rate per hour for NORM solids removal, labor, tank cleaning, and equipment removal
4. Would Philip be amenable to onsite land-spreading of the regulated **NORM contaminated soil**. Please Review 20 NMAC 3.1 subpart 1407 A., 1410 and 1403 A
5. Because of budgeting constraints the EMNRD-OCD requests an estimate on these particular items:

Please provide EMNRD-OCD with a cost estimate if all of the tank bottom solids, estimated to be 320 cubic yards, would have to be managed, handled and disposed of as regulated NORM at LOTUS. Please include onsite storage while waiting for the transport license and transport costs including all DOT requirements.

Assume the application fee to export NORM waste for this volume would be \$10,999 based on the sliding scale fee structure for 9,999 cubic feet.

Assume all tanks can be pressure washed to remove NORM and that that liquid waste can be mixed with the NORM contaminated tank bottoms for disposal and that the added volume will not increase the total NORM disposal above 9,999 cubic feet.

In addition please provide EMNRD-OCD with a separate cost estimate if both treaters contained regulated NORM and had to be managed, handled and disposed at LOTUS as such. Please include onsite storage while waiting for the transport license and transport costs including all DOT requirements. How might this affect the export fee in terms of increasing the volume?

Assume that both treaters were in operation from 1967 to 1995 and that they contain regulated NORM scale and residual bottoms of 2 feet.

Mr. Fred Schelby
Manager of Engineering
AMEC Earth and Environmental, Inc.
8519 Jefferson, NE
Albuquerque, New Mexico 87113

505-821-1801

1. Budget Supplemental Rate:
Please explain why is the " NORM contaminated soil offsite disposal include trucking cost" is so Low? Were Trucking costs included in this item ? If trucking was omitted please recalculate and provide the EMNRD-OCD with a revised cost.
2. Please provide the EMNRD-OCD with a supplemental rate for Radium 226 analysis.
3. Would AMEC be amenable to onsite land-spreading of the regulated **NORM contaminated soil** Please Review 20 NMAC 3.1 subpart 1407 A., 1410 and 1403 A.
4. Because of budgeting constraints the EMNRD-OCD requests an estimate on these particular items:

Please provide EMNRD-OCD with a cost estimate if all of the tank bottom solids, estimated to be 320 cubic yards, would have to be managed, handled and disposed of as regulated NORM at LOTUS. Please include onsite storage while waiting for the transport license and transport costs including all DOT requirements.

Assume the application fee to export NORM waste for this volume would be \$10,999 based on the sliding scale fee structure for 9,999 cubic feet.

Assume all tanks can be pressure washed to remove NORM and that that liquid waste can be mixed with the NORM contaminated tank bottoms for disposal and that the added volume will not increase the total NORM disposal above 9,999 cubic feet.

In addition please provide EMNRD-OCD with a separate cost estimate if both treaters contained regulated NORM and had to be managed, handled and disposed at LOTUS as such. Please include onsite storage while waiting for the transport license and transport costs including all DOT requirements. How might this affect the export fee in terms of increasing the volume?

Assume that both treaters were in operation from 1967 to 1995 and that they contain regulated NORM scale and residual bottoms of 2 feet.

Bids Received for the Goodwin Treating Plant RFP.

1.	Gandy Corporation	\$160,415
2.	ETGI	\$178,800
3.	Onsite Technologies	\$191,664
4.	Philip Environmental, PSC Outsourcing	\$199,260
5.	Vision Technology	\$211,287
6.	AMEC	\$228,580
7.	BBC International	\$240,635
8.	Robles	\$250,108
9.	Environeering	\$285,547
10.	Envirotech	\$346,386
11.	Sustainable Environmental Solutions	\$803,773

Goodwin Treating Plant RFP Analysis

Category	Project	Experience			References			Cost		Total	
		Approach	Plan	Staff	Organization	Corporate	Staff	Turnkey	Supplemental	Score	Score
Company	max	75	150	150	175	75	75			300	1000
Philip Environmental		70	138	123	148	65	57	199		233	843
Gandy Corporation		48	70	120	142	58	57	160		300	795
Amec		65	103	113	148	65	65	229		210	770
Onsite Technologies		65	115	120	130	65	20	192		250	765
BBC International		67	107	117	150	62	42	241		199	743
Environeering		65	120	118	143	65	42	285		168	722
Envirotech		67	118	110	140	65	18	346		139	657
ETGI		53	83	100	120	0	0	179		268	625
Robles		52	87	58	87	27	13	250		192	515
Vision Technology		37	58	67	67	37	20	211		227	512
Sustainable Env. Solo.		62	83	60	112	65	58	804		60	500

	<u>Philip</u>	<u>Gandy</u>	<u>Amec</u>	<u>On-Site</u>	<u>BBC</u>
NORM Off-site disposal	1345	722	220	1047	1180
Air Rotary Rig	280	300	275	316	355
Move-in/Move-out	85	63	0	0	90
Backhoe	30	57	50	85	57
Trackhoe	60	121	125	225	100
Dozer	85	94	95	165	100
Trucking	60	63	70	70	53
Front-end Loader	50	76	70	105	82
Senior Scientist	70	75	85	75	85
Environmental Technician	35	45	40	45	55
Norm Technician	55	55	100	75	75
Radium Analysis	110	N/R	N/R	N/R	155
Water Truck	68	66	61	70	71
TPH Lab Analysis	52	55	35	125	110
BTEX Analysis	45	45	35	60	53
Laborers	25	21	25	30	40
P.I.D.	25	0	24	75	80
Chloride Lab Analysis	25	17	10	16	18
Off-site Landfarming	26	20	16	16	15
Backhaul clean soil	13	6	8	7	7
Bentonite Pellets	0.25	0.167	0.6	0.3	0.3
PVC	10.5	1.25	1.55	2.24	3.1
Produced Water	8	2	2	2	2
NORM Labor	8	7	9	3	1

Goodwin Treating Plant RFP Analysis

[illegible]

Goodwin Treating Plant RFP Analysis

Category	Project		Experience			References		Cost			Total	
	Approach	Plan	Staff	Organization	Corporate	Staff	Turnkey	Supplemental	Score	Score		
	max	75	150	150	175	75	75		300	1000		
Philip Environmental	70	138	123	148	65	57	206		233	835		
Gandy Corporation	48	70	120	142	58	57	160		300	795		
Amec	65	103	113	148	65	65	229		210	770		
Onsite Technologies	65	115	120	130	65	20	192		250	765		
BBC International	67	107	117	150	62	42	241		199	743		
Enviroengineering	65	120	118	143	65	42	285		168	722		
Envirotech	67	118	110	140	65	18	346		139	657		
ETGI	53	83	100	120	0	0	179		268	625		
Robles	52	87	58	87	27	13	250		192	515		
Vision Technology	37	58	67	67	37	20	211		227	512		
Sustainable Env. Solo.	62	83	60	112	65	58	804		60	500		

Goodwin Treating Plant RFP Analysis

EO

Category	Project			Experience		References		Cost			Total Score
	Company	Approach	Plan	Staff	Organization	Corporate	Staff	Turnkey	Supplemental	Score	
1	Gandy Corporation	40	60	110	175 125	75 0	75 50	160		300	0
2	ETGI	55	100 100	100	85	0	0	179			0
3	Onsite	55	95	80	80	50	50	192			0
4	Philip Environmental	65	125	90	100	50	50	206			0
5	Vision	40	75	50	50	50	50	211			0
6	Amec	55	100	90	115	50	50	229			0
7	BBC International	65	110	100	125 125	50 25	50 25	241			0
8	Robles	45	80	75	85	25 30	25 30	250			0
9	Enviroengineering	55	100	110	130	50	50	306			0
10	Envirotech	60	100	80	100	50	50	346		139	0
11	Sustainable E. Solo	60	100	60	60	50	50	804		60	0

Goodwin Treating Plant RFP Analysis

Marhyla Kveling

Category	Project		Experience		References		Cost			Total	
	Approach	Plan	Staff	Organization	Corporate	Staff	Turnkey	Supplemental	Score	Score	
		65		150	75	75					
1 Gandy Corporation	50	100	150	130	75	60	160		300	0	
2 ETGI	70	100	100	150	0	0	179		268	0	
3 Onsite	70	100	150	160	75	100	192		250	0	
4 Philip Environmental	75	150	150	175	75	75	206		233	0	
5 Vision	40	70	100	100	30	10	211		227	0	
6 Amec	75	90	150	175	75	75	229		210	0	
7 BBC International	75	100	150	175	75	75	241		199	0	
8 Robles	20	140	50	100	5	15	250		192	0	
9 Environneering	70	140	120	150	75	75	285		168	0	
10 Envirotech	70	130	150	170	75	5	346		139	0	
11 Sustainable E. Solo	75	100	20	175	75	75	804		60	0	

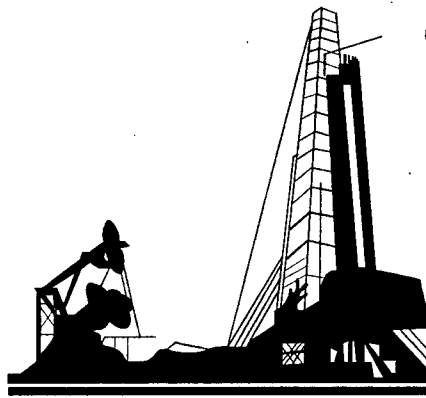
Goodwin Treating Plant RFP Analysis

Jack

Company	Category	Project (75)		Experience (75)		References (75)		Cost (300)		Total Score
		Approach	Plan	Staff	Organization	Corporate	Staff	Turnkey	Supplemental	
1	Gandy Corporation	40	50	100	150	50	45	160		301 0
2	ETGI	35	50	100	125	0	0	179		300 0
3	Onsite	75	130	130	150	70	0	192		350 0
4	Philip Environmental	70	140	130	170	70	45	206		350 0
5	Vision	30	30	50	50	30	0	211		300 0
6	Amec	65	120	100	155	70	70	229		375 0
7	BBC International	60	110	100	150	60	0	241		325 0
8	Robles	40	40	50	75	50	0	250		300 0
9	Envroneering	70	110	125	150	70	0	306		298 0
10	Envirotech	70	135	100	150	70	0	346		305 0
11	Sustainable E. Solo	50	50	100	100	70	50	804		250 0

Goodwin Treating Plant RFP Analysis

	Approach	Plan	Staff	Organization	Corporate	Staff				
Martyne										
Gandy Corporation	65	100	150	150	75	75				
ETGI	70	100	100	150	0	0				
Onsite Technologies	70	120	150	160	75	10				
Philp Environmental	75	150	150	175	75	75				
Vision Technology	40	70	100	100	30	10				
Amec	75	90	150	175	75	75				
BBC International	75	100	150	175	75	75				
Robles	70	140	50	100	5	15				
Engineering	70	140	120	150	75	75				
Envirotech	70	130	150	170	75	5				
Sustainable Env. Solo.	75	100	20	175	75	75				
Jack	Approach	Plan	Staff	Organization	Corporate	Staff				
Gandy Corporation	40	50	100	150	50	45				
ETGI	35	50	100	125	0	0				
Onsite Technologies	70	130	130	150	70	0				
Philp Environmental	70	140	130	170	70	45				
Vision Technology	30	30	50	50	30	0				
Amec	65	120	100	155	70	70				
BBC International	60	110	100	150	60	0				
Robles	40	40	50	75	50	0				
Environeering	70	120	125	150	70	0				
Envirotech	70	125	100	150	70	0				
Sustainable Env. Solo.	50	50	100	100	70	50				
●	Approach	Plan	Staff	Organization	Corporate	Staff				
Gandy Corporation	40	60	110	125	50	50				
ETGI	55	100	100	85	0	0				
Onsite Technologies	55	95	80	80	50	50				
Philp Environmental	65	125	90	100	50	50				
Vision Technology	40	75	50	50	50	50				
Amec	55	100	90	115	50	50				
BBC International	65	110	100	125	50	50				
Robles	45	80	75	85	25	25				
Environeering	55	100	110	130	50	50				
Envirotech	60	100	80	100	50	50				
Sustainable Env. Solo.	60	100	60	60	50	50				



Do Go

TRANSMITTAL COVER SHEET

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1220 S. ST. FRANCIS DRIVE
SANTA FE, NM 87505
(505) 476-3440
(505) 476-3462 (Fax)

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FROM: Martyn Kieling

DATE: 1-29-01

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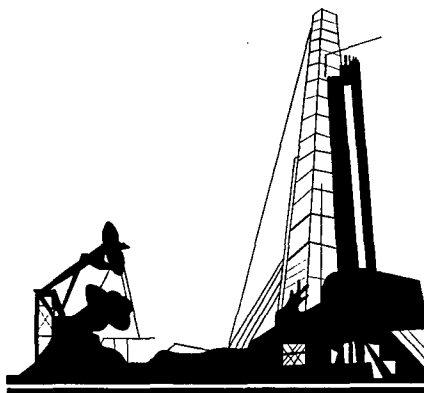
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TO: Larry Gandy 505-398 6887

FROM: Mary Kieley

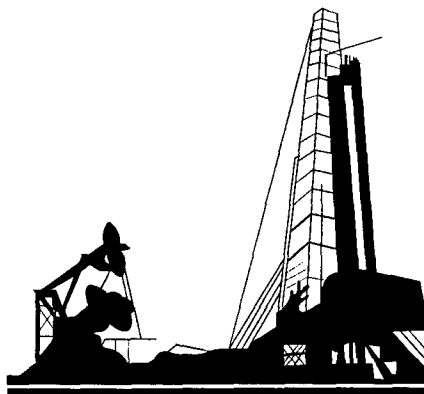
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505-243-1144

TO:

Gary D. Henderson ~~505-243-3330~~

FROM:

Martyn Kieling

DATE:

1-29-01

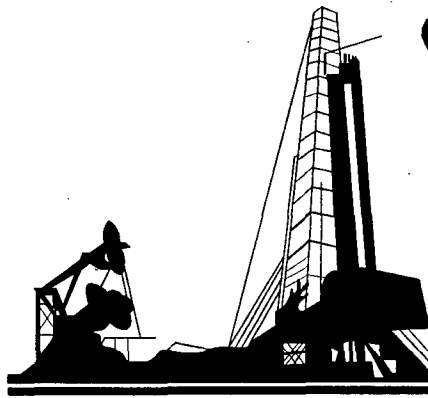
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FROM: Martynne Kiveling

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Kieling, Martyne

From: System Administrator[SMTP:postmaster@philipinc.com]
Sent: Friday, January 26, 2001 7:21 PM
To: MKieling@state.nm.us
Subject: Undeliverable: Goodwin Q&A #2

Goodwin Q&A #2

Your message

To: 'gandy2@leaco.net'; 'markmag@vsaonline.net';
'mschulz@theitgroup.com'; 'khale@theitgroup.com';
'twhite@environeeringinc.com'; 'steffesj@mail.rfweston.com';
'bbockisch@kleinfelder.com'; 'norm@a-p-inc.com'; 'ecesi@eastland.com';
'crihobbs@leaco.net'; 'kswinney@bbcinternational.com';
'thartsig@ses-corp.com'; 'visiontechnology@earthlink.net';
'treed@hec-enviro.com'; 'sdevine@dbstephens.com';
'hbrown@envirotech-inc.com'; 'neem@philipinc.com'; 'dfernald@philipinc.com';
'theaderson@ernrn.com'; 'ssidonna@aol.com'; 'jbyrd@environeeringinc.com';
'ksinks@cyberport.com'; 'phil.gomez@msn.com'; 'vybarra@becorp.com'
Cc: Williams, Chris; Wink, Gary; Foust, Denny
Subject: Goodwin Q&A #2
Sent: Fri, 26 Jan 2001 18:21:38 -0800

did not reach the following recipient(s):

c=US;a=;p=Philip Services;o=NANEHAMILTON01;dda:SMTP=neem@philipinc.com; on
Fri, 26 Jan 2001 18:21:09 -0800

The recipient name is not recognized

The MTS-ID of the original message is: c=US;a=;p=Philip Services
;l=NA01NS30040101270221D23W7ZSN

MSEXCH:IMS:Philip Services Corp:NANEHAMILTON01:NA01NS3004 0 (000C05A6)
Unknown Recipient

ATTACHMENT I
COMMERCIAL SURFACE WASTE MANAGEMENT FACILITIES

Revised 12-01-00

SOUTHEAST

COMPANY	ORDER/PERMIT NO.	LOCATION	WASTE	DATE
Artesia Aeration L.L.C	NM-01-0030	S7 T17S R32E	LF	1999
B&K Landfarm	NM-01-0031	S1 T26S R36E	LF	2000
C & C Landfarm Inc.	R-9769-A /NM-01-0012	S03 T20S R37E	LF	1993
Chaparral	NM-01-0024	S17 T23S R37E	PW TP	1995
Controlled Recovery Inc.	R-9166 / NM-01-0006	S27 T20S R32E	PW TP S LF M	1990
DD Landfarm	NM-01-0034	S31 T21S R38E	LF	2000
Doom Landfarm	NM-01-0033	S5 T25S R37E	LF	
Environmental Plus Inc.	NM-01-0013	S15 T22S R37E	LF	1993
Gandy Corp.	R-4594 / NM-01-0025	S11 T10S R35E	PW TP	1973
Gandy Marley Inc.	NM-01-0019	S04 T11S R31E	LF	1995
GooYea	NM-01-0015	S14 T11S R38E	LF	1995
J&L Landfarm Inc.	NM-01-0023	S9 T20S R38E	LF	1999
Jenex Operating Co.	NM-01-0026	S14 T20S R38E	PW TP	1993
Kelly MacLaskey	NM-01-0027	S16 T20S R37E	PW TP	1992
Loco Hills Water Disposal	R-6811-A / NM-01-0004	S16 T17S R30E	PW TP	1982
Pool Co.	R-7333 / NM-01-0022	S3 T19S R37E	PW TP	1983
Rhino Environmental Inc.	NM-01-0021	S11 T20S R38E	LF	1998
South Monument SWMF	NM-01-0032	S25 T36S R20E	LF	2000
Sundance Services Inc.	R-6940 / NM-01-0003	S29 T21S R38E	PW TP S M	1982
Watson	R-6095	S34 T08S R35E	TP	1979

PW - Produced Water
TP - Waste Oil Treating Plant
S -- Solids
LF - Landfarm (Solids)
M - Drilling Muds

NORTHWEST

Revised 12-01-00

COMPANY	ORDER/PERMIT NO.	LOCATION	WASTE	DATE
Basin Disposal Inc.	NM-01-0005	S03 T29N R11W	PW TP	1985
Envirotech Inc.	NM-01-0011	S06 T26N R10W	LF	1992
Key Energy	R-9485-A / NM-01-0009	S02 T29N R12W	PW TP	1991
TNT Construction	NM-01-0008	S08 T25N R03W	PW TP LF M	1990
Tierra Environmental Inc.	R-9772 / NM-01-0010	S02 T29N R12W	LF M	1992

PW - Produced Water
TP - Waste Oil Treating Plant
S -- Solids
LF - Landfarm (Solids)
M - Drilling Muds

**COMERCIAL SURFACE WASTE MANAGEMENT FACILITIES
IN NEW MEXICO**

Revised 12-01-00

ARTESIA AERATION L.L.C.

P.O. Box 248
Artesia, NM 88210
(505) 746-9037

BASIN DISPOSAL, INC.

P.O. Box 100
Aztec, NM 87410
(505) 325- 6336

CHAPARRAL TREATING PLANT

P.O. Box 1769
Eunice, NM 88231
(505) 394-2545

DDLANDFARM

317W. Blanco
Hobbs, NM 88242
(505) 397-4785

ENVIRONMENTAL PLUS, INC.

P.O. Box 1558
1324 N. Main
Eunice, NM 88231
(505) 394-3481

GANDY CORPORATION

1109 East Broadway
P.O. Box 827
Tatum, NM 88267
(505) 398-4960

GOO YEA

300 Broadway NE
Albuquerque, NM 87401
(505) 242-6464

JENEX OPERATING CO.

P.O. Box 308
Hobbs, NM 88241
(505) 397-3360

KEY ENERGY

P.O. Box 900
Farmington, N.M. 87499
(505) 327-0416

POOL CO. TEXAS LTD.

P.O. Box 5208
Hobbs, NM 88241
(505) 392-2577

B&K LANDFARM

P.O. BOX 398
Jal, NM 88252
(505) 395-3264

C&C LANDFARM

Box 55
Monument, NM 88265
(505) 397-2045

CONTROLLED RECOVERY, INC.

P.O. Box 388
Hobbs, N.M. 88241
(505) 393-1079

DOOMLANDFARM

Box 168
Jal, NM 88252
(505) 395-2877

ENVIROTECH, INC.

5796 U.S. Highway 64-3014
Farmington, NM 87401
(505) 632-0615

GANDY MARLEY, INC.

Box 1658
Roswell, N.M. 88202
(505) 625-9026

J & L LANDFARM, INC.

P.O. BOX 356
Hobbs, NM, 88241-0356
(505) 393-9697

KELLY MACLASKEY OILFIELD SERVICES, INC.

P.O. Box 580
Hobbs, NM 88241
(505) 393-1016

LOCO HILLS WATER DISPOSAL, INC.

Box 68
Loco Hills, NM 87255
(505) 677-2118

RHINO ENVIRONMENTAL

300 Broadway NE
Albuquerque, NM 87401
(505) 242-6464

SOUTH MONUMENT SURFACE WASTE FACILITY SUNDANCE SERVICES, INC.
L.L.C P.O. Box 1737
834 W. Gold Eunice, N.M. 88231
Hobbs, New Mexico 88240 (505) 394-2511
(505) 392-1180

TNT ENVIORNMENTAL
HCR 74 Box 115
Lindrith N.M. 87029
(505) 774-6504

TIERRA ENVIRONMENTAL COMPANY, INC.
P.O. Drawer 15250
Farmington, N.M. 87410
(505) 334-8894

WATSON TREATING PLANT, INC
P.O. Box 75
Tatum, NM 88267
(505)398-3490

Questions posed regarding the Goodwin treating plant RFP and the answers to those questions.
1-25-01

1. Can the Deadline be extended for the RFP;

January 31, 5:00 p.m. Mountain Standard Time is the Deadline. No extension is possible.

2. RFP, Page 11, A. Technical Specifications 1; Take samples down hole at 3-5 feet, 10 feet, 20 feet until clean? Or does it mean sample to 3-5 feet and then make a grid and sample at 10-foot intervals over the emergency pit entire surface? You do want the one bottom hole sample from the hole with the highest PID readings at some level other than 3-5 feet, right?

While drilling the ONE (1) monitor well borehole samples should be taken at 3-5 feet and then at 10 foot intervals. Three samples should be taken from this borehole for laboratory conformation. One at the 3-5 feet, one at the highest PID sample location and one bottom hole sample (at groundwater contact).

3. RFP, Page 13, A. Technical Specifications 10; The soil analysis for this project (35 samples) the TPH requirement - are you asking for E418.1 analysis or for gasoline and diesel range analysis SW8015B?

Gasoline and diesel range analysis SW8015B.

4. RFP, Page 12, A. Technical Specifications 5; EMNRD-OCD approved laboratory. Is there list of approved Labs?

An EPA certified laboratory will work or one that performs testing according to the EPA SW 846 test methods.

5. RFP, Page 13, A. Technical Specifications 6 & 7; EMNRD-OCD approved surface waste management facility. Is their list of approved facilities?

Attached you will find a list of permitted OCD Surface Waste Management Facilities. These facilities are landfarms, landfills, produced water disposal, or treating plants. Recyclers for scrap metal and other equipment do not need to be permitted by the OCD only approved prior to transport.

Regulated NORM must be disposed of at a permitted facility authorized to take Regulated NORM. There are no facilities in New Mexico. There are two facilities that are known in Texas one is Lotus, LLC in Andrews County Texas 915-523-3320 www.lotusllc.com the other is New Park near Houston. Both of these facilities are Permitted by the Texas Rail Road Commission and would be approved by the NMOCD.

6. How does the NMOCD look upon blending of some of the NORM wastes to reduce the concentrations of radionuclides to below the acceptable level (50 pCi/gm)? For instance, if some of the tank bottoms have a NORM level of 70 uR/hr, but much of it has less than 30 uR/hr, and it can be blended to be less than 30uR/hr and less than

50 pCi/gm (say with sludge from one of the other tanks), is that within acceptable practices. As this is not RCRA, it isn't regulated such that mixing of wastes is unacceptable, and we understand that it is a common practice down there. Still... we want to make sure we do it correct according to your requirements.

Blending Regulated NORM is not acceptable under the 20 NMAC 3.1 subpart 14 or Appendix A. Please refers to 20 NMAC 3.1 for Regulated NORM questions.

7. **Excavating soil to a level of 100 ppm TPH is pretty low. Many states say excavate to 500 ppm TPH (some, even 1000 ppm). I'll double check the regs, but it seems plausible that if there is no threat of exposure, a higher clean up standard could save substantial costs. Will the State consider a higher level on the TPH cleanup level?**

The NMOCD will consider higher levels for cleanup after the depth to ground water has been established and if it is contaminated.

8. **There was no mention of the required testing at the landfill for soil going to the landfill. Therefore we have not included any environmental profiling in our bid. There are over 100 loads of soil that will need to be dealt with. If environmental profiling is required, it could be a very large number. It all depends on the sampling protocol and what is required.**

This is not covered in the turnkey portion of the bid so you are correct in not including it in your Turnkey Cost. Things like this that may be required would be covered under the Supplemental Rate list that begins on Page 15 of the RFP.

9. **There are discrepancies in the tanks containing materials such as the amount of materials shown on the RFP is not the actual amount in some tanks. Some of the tanks are listed showing the wrong size. Do the bolted galvanized tanks have cone bottoms with sumps?**

Bidders must use the size and volumes given in the RFP even though they may be inaccurate. The configuration of the bottoms of the tanks is not known.

10. **If the solids have to be remediated, why would the sludge not be done the same?**

If the sludge and soils are not Regulated NORM they can be landfarmed The EMNRD-OCD would prefer landfarming if at all feasible.

11. **Under the supplemental rates, the equipment rates do not ask for the size of the equipment.**

Please specify the size of the equipment so that comparisons can be made. Any additional equipment that you feel may be needed or required may be attached to the end of the bid proposal .

12. **New Mexico is in the Rocky Mountain Compact agreement area which governs the export for disposal of all radioactive materials. NORM generated in the oil and gas industry is included in this agreement. The RFP does not specify the NORM volume and the Rocky Mountain Compact assesses export fees based upon volume. Since these fees are related to volume an accurate determination of cost is not determinable.**

Please list the fees applicable to the volume of NORM estimated in the RFP, Page 10, Equipment On Site, Tank 112 - 500 bbl redwood NORM – liquids none – 5.0 feet. The Fee ranges for volumes should be listed under the supplemental rate after “NORM contaminated soil off site disposal include trucking cost.”

13. **RFP page 15 c, Item 4 – NORM requirements. Please define the scope of NORM requirements.**

Please add to RFP, Page 12, Technical Specification 4. For Regulated NORM Please refers to guidance and regulations set forth in 20 NMAC 3.1 subpart 14, 15 and Appendix A for Regulated NORM questions.

14. **Industry standards for onsite screening of NORM is generally done by taking Ludlum meter readings at all excavation sites. Anything above twice background usually warrants a sample being collected and a gamma spectroscopy analysis to determine whether or not the sample area is above 30 Picocuries per gram of radium 226 and 150 picocuries per gram of any other NORM radioactive element. These guidelines are not reflected in the RFP which states that 50 uR/hr will be the screening criteria (RFP page 12, item 5). Since the background at the site is between 8 and 14 uR/hr the RFP screening criteria may cause significant delay in site cleanup and closure. We Recommend that all screening be done at twice background.**

According to 20 NMAC 3.1, Appendix A.III.A, Paragraph 4; Natural background levels in New Mexico normally vary from 5 to 15 uR/hr as measured by a portable, hand-held scintillation detector. Screening at twice background at the Goodwin site may be appropriate and is within the 50 uR/hr. Please review in particular Appendix A.IV.B. Paragraphs 4 and 5;

Paragraph 4: Background radiation levels should be established by surveying areas adjacent to the survey area to determine the lowest radiation level. If readings taken in the survey area cannot be distinguished from the established background level, those readings should be recorded as background. The established background level is subject to Department approval (NMED).

Paragraph 5: Any area which has a reading equal to or greater than 50uR/hr should be marked as a potential soil sampling location. The licensee's survey should be on a grid

spacing small enough to assure the Department that a contaminated area has not been missed.

15. **The RFP does not state that all radioactive materials will be shipped in DOT approved containers. We recommend the RFP be amended to include shipment of NORM be performed in accordance with all state and federal DOT requirements.**

DOT and other applicable State and Federal requirements must be followed.

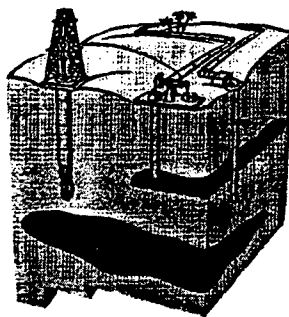
16. **Since there are only two known facilities that commonly accept exempt NORM in the State of Texas and since the RFP states that disposal of wastes will be at only an EMNRD-OCD approved facility, delay may occur if these two sites are not currently recognized by the EMNRD-OCD. We recommend the RFP be amended to list all EMNRD-OCD approved facilities.**

Regulated NORM must be disposed of at a permitted facility authorized to take Regulated NORM. There are no facilities in New Mexico. There are two facilities that are known in Texas one is Lotus, LLC in Andrews County Texas 915-523-3320 www.lotusllc.com the other is New Park near Houston. Both of these facilities are Permitted by the Texas Rail Road Commission and would be approved by the NMOCD.

I hope I have located all of your written questions via E-mail and Postal. I do apologize for my lateness in this response. However it was due to unforeseen complications with the health of my family. If you have tried to reach me via phone, I will begin returning phone messages that you have left me on Monday morning. Thank you for your understanding.

Martyne J. Kieling

no 60



TRANSMITTAL COVER SHEET

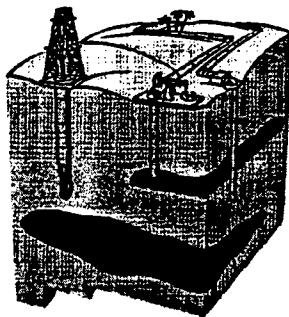
**OIL CONSERVATION DIVISION
(505) 476-3440 (OFFICE)
(505) 476-3462 (FAX)**

PLEASE DELIVER THIS FAX :

TO: Elliot Werner 281-646-8996 Whole Earth Environmental
FROM: Martyn Krieling 476-3488
SUBJECT: Goodwin treating Plant RFP Q&A
DATE: 1-24-01
PAGES: 1 of 6
(includes cover sheet)

**IF YOU HAVE TROUBLE RECEIVING THIS FAX, PLEASE CALL THE OFFICE
NUMBER ABOVE.**

Please Send Current E-mail Address

**TRANSMITTAL COVER SHEET**

**OIL CONSERVATION DIVISION
(505) 476-3440 (OFFICE)
(505) 476-3462 (FAX)**

PLEASE DELIVER THIS FAX : 505-326-236-2388

TO: Martin Nee PSC
FROM: Martyn Kie Ling
SUBJECT: Goodwin Treating Plant RFP Q & A
DATE: 1-24-01
PAGES: 1 of 6
(includes cover sheet)

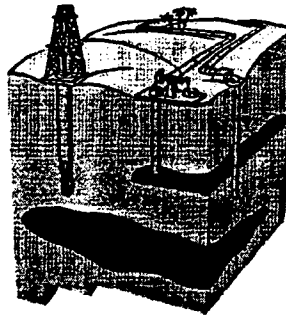
IF YOU HAVE TROUBLE RECEIVING THIS FAX, PLEASE CALL THE OFFICE NUMBER ABOVE.

Please let me know what your correct e-mail is

~~Neem~~ neem@philipinc.com Did not work

Martyn

Goal.



TRANSMITTAL COVER SHEET

**OIL CONSERVATION DIVISION
(505) 476-3440 (OFFICE)
(505) 476-3462 (FAX)**

PLEASE DELIVER THIS FAX :

505-565-4461

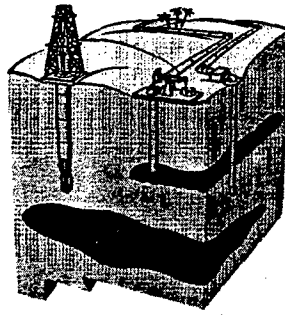
TO: Robert Chavez Advanced Environmental Solutions
FROM: Martyn Kicling 505 476-3488
SUBJECT: Goalwin Treating Plant RFP Q & A
DATE: 1-24-01
PAGES: 1 of 6
(includes cover sheet)

IF YOU HAVE TROUBLE RECEIVING THIS FAX, PLEASE CALL THE OFFICE NUMBER ABOVE.

Please Respond with a Current E-mail Address

AESolutions Does Not Work

Martyn



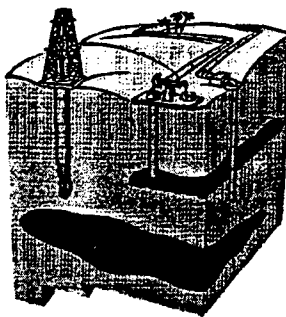
TRANSMITTAL COVER SHEET

OIL CONSERVATION DIVISION
(505) 476-3440 (OFFICE)
(505) 476-3462 (FAX)

PLEASE DELIVER THIS FAX :

TO: Larry Grady 505 398 6887
FROM: Marlyn Kieling (505) 476-3488
SUBJECT: Goodwin T.P. REP Q&A
DATE: 1-24-00
PAGES: 1 of 6
(includes cover sheet)

IF YOU HAVE TROUBLE RECEIVING THIS FAX, PLEASE CALL THE OFFICE
NUMBER ABOVE.

**TRANSMITTAL COVER SHEET**

OIL CONSERVATION DIVISION
(505) 476-3440 (OFFICE)
(505) 476-3462 (FAX)

PLEASE DELIVER THIS FAX :

TO: Mark Ehrlich Meridian Alliance Group, LLC 915-682-5593

FROM: Martyn Kieling (505) 476-3488

SUBJECT: Goodwin treating Plant RFP Q & A

DATE: 1-24-01

PAGES: 10fc
(includes cover sheet)

IF YOU HAVE TROUBLE RECEIVING THIS FAX, PLEASE CALL THE OFFICE NUMBER ABOVE.

Please Send me your Correct E Mail

markmag@VSAONLINE.NET

Did Not Go through

Martyn

Kielling, Martyne

From: Kielling, Martyne
Sent: Friday, January 19, 2001 5:29 PM
To: 'gandy2@leaco.net'; 'markmag@vsaonline.net'; 'mschulz@theitgroup.com';
'khale@theitgroup.com'; 'twhite@envirotechinc.com'; 'steffesj@mail.rfweston.com';
'bbockisch@kleinfelder.com'; 'norm@a-p-inc.com'; 'ecesi@eastland.com'; 'crihobbs@leaco.net';
'kswinney@bbcinternational.com'; 'thartsig@ses-corp.com'; 'visiontechnology@earthlink.net';
'treed@hec-enviro.com'; 'sdevine@dbstephens.com'; 'hbrown@envirotech-inc.com';
'neem@philipinc.com'; 'dfernald@philipinc.com'; 'sheaderson@ernrn.com'; 'ssidonna@aol.com';
'jbyrd@envirotechinc.com'; 'ksinks@cyberport.com'
Cc: Wink, Gary; Williams, Chris; Foust, Denny
Subject: Goodwin Treating Plant RFP Questions and Answers

To all Offerors that have submitted the Acknowledgement of Receipt Form:

Questions and Answers



Corresp.doc

Letter For Question # 9



9a.jpg.jpeg



9b.jpg.jpeg

Please let me know if you have additional questions. I would prefer them via E-mail or written and faxed. Thank you for your interest in this project.

Martyne J. Kielling

PS. All new phone and fax numbers in the RFP are working now. Thank you for your consideration during our move.

Questions posed regarding the Goodwin treating plant RFP and the answers to those questions. 01-19-01

1. RFP, Page 7, 15. Offeror Qualifications, Citation 13-1-83 and 13-1-85 NMSA 1978.

13-1-83. Definition; responsible offeror.

Statute text

"Responsible offeror" means an offeror who submits a responsive proposal and who has furnished, when required, information and data to prove that his financial resources, production or service facilities, personnel, service reputation and experience are adequate to make satisfactory delivery of the services or items of tangible personal property described in the proposal.

History

History: Laws 1984, ch. 65, § 56.

13-1-85. Definition; responsive offer.

Statute text

"Responsive offer" means an offer which conforms in all material respects to the requirements set forth in the request for proposals. Material respects of a request for a proposal include, but are not limited to, price, quality, quantity or delivery requirements.

History

History: Laws 1984, ch. 65, § 58.

2. RFP, Page 17, B. Evaluation Factors, 4. References. How is this information to be provided?

Please include references name, company name and phone number. We will call or request written references as needed. If your company already has written references on file and would like to submit them you may include them with your proposal.

3. Is bonding required for this job?

Bonding is not required.

4. Is wage determination required for this job?

Wage determination is not required.

5. RFP, Page 10, General Site Information, paragraph 2 last sentence. A rough estimate of contaminated soils in the on site soil/tank bottom pile and around the tanks is estimated to be 1450 cubic yards.

Please use 1450 cubic yards as the volume of contaminated soil, including the tank/bottom pile, in the turnkey portion of the bid (Page 15, Budget, item 10). Any volumes actually excavated and disposed of in addition to this amount will be covered under the supplemental cost rates.

6. RFP, Page 15, Budget, item 10. Contaminated soil removal based on 1450 cyd. Does this include the landfarm/disposal cost?

Item 10 is to include excavation, transport and landfarm/disposal cost.

7. **RFP, Page 13, Technical Specifications 9 and 10 and Page 15, Budget, item 9 and 10. These items do not match. How should this be interpreted?**

All Technical Specifications should match with the Budget Items. Items 9 and 10 got reversed in the Budget section. Please beware of this when determining your budget. Use Technical Specification 9 for Budget Item 10 and Use Technical Specification 10 for Budget Item 9.

8. **Landfarming verses Disposal?**

The New Mexico Oil Conservation Division (NMOCD) follows a reduce/reuse/recycle policy. Site equipment should be first reused if possible or recycled. Disposal of redwood tanks is probably the only alternative. Contaminated soils that do not contain regulated NORM should be landfarmed so that that they may be reused in the future. Tank bottoms that do not contain regulated NORM and that can be landfarmed should be landfarmed, if this is not reasonable based on the composition of the material disposal will be accepted.

9. **Request for addendum regarding NORM. Please see the attached letter (9a.jpg and 9b.jpg) for the questions and concerns.**

Initial sampling performed at the Goodwin treating plant was performed by a certified NORM inspector with calibrated equipment. Documentation is on file. According to RFP, Page 10, General Site Information, Regulated NORM has been identified (>30 picocuries per gram of radium 226). The EMNRD-OCD recognizes that additional regulated NORM waste may be present at the site.

RFP, Page 12, Technical Specifications 4 and 5. Regulated NORM (>30 picocuries per gram of radium 226) is regulated by the New Mexico Environment Department (NMED). Companies that bid must be familiar with and be certified by the NMED to perform regulated NORM work for the EMNRD-OCD. For additional information regarding the NMED regulated NORM requirements including certification, survey guidance, worker protection, and transportation, please contact Bill Floyd with the NMED at 505-827-1862.

There will be no landfarming or disposal on site all material will be removed for off site remediation or disposal

The contractor shall pay all fees. NORM export permit fees should be noted in budget item 4.

RFP, Page 7, General Requirements, Offeror's Terms and Conditions and Page 9, Proposal Organization, item 6 and 7. Additional items that an offeror feels would enhance the bid or that they feel is missing can be added at the end of the proposal for separate consideration. Additional NORM survey time and material may be added in this way and may include the tank bottom pile as it is excavated, the soil beneath and around the tanks or a complete new survey. Rental cost for roll-off containers and Radium-226 laboratory analysis is strongly recommended to be added as a separate item with cost.

PLEASE LET ME KNOW IF THERE ARE ADDITIONAL QUESTIONS. Martyne J. Kieling

GOODWIN TREATING PLANT
REQUEST FOR PROPOSALS

	COMPANY	NAME	PHONE #	ACKNOWLEDGEMENT RECEIPT FORM
1.	PSC	Mike Stahle	505-326-2262	Y
2.	Gandy's	Larry Gandy	505-398-4960	Y
3.	Rhino Environmental Services	Allen Hodge	505-392-4498	
4.	Whole Earth Environmental	Elliot Werner	800-854-4358	Y
5.	Meridian Alliance Group	Mark Ehrlich	915-682-5557	Y
6.	Envirotech Inc	Harlan Brown	505-632-0615	Y
7.	AMEC	Fred Schelby	505-821-1801	
8.	IT Corp.	Kenneth Hale	505-262-8800	Y
9.	BBC International	Ken Swinney	505-397-6388	Y
10.	A & P Inc.	Norman A. Mcfall	505-344-3556	Y
11.	Highlander Environmental	Tim Reed	915-682-4559	Y
12.	Environmental Plus, Inc.	Ben Miller	505-394-3481	
13.	Sundance Services, Inc.	Michael Patterson	505-394-2511	
14.	ECI	David Millis	505-255-8810	
15.	Environeering	Jeff Byrd	713-819-0429	Y
16.	Controlled Recovery, Inc.	David Larson	505-393-1079	Y
17.	NORM Decon Services	Robert C. Parten	915-563-1123	
18.	Kleinfelder / Trinity Eng.	Edward Philley	915-332-8557	Y
19.	Roy F. Weston, Inc	Julie M. Steffes	505-837-6522	Y
20.	Eagle Construction & Environ. Services	Marc W. Walraven	254-629-1718	Y
21.	Sustainable Environmental Solutions	Theodore Hartsig	913-307-0046	Y
22.	Vision Technology, Inc.	Renea Parish	505-391-0229	Y
23.	Danial B. Stephens & Associates, Inc.	Sharon Devine	505-822-9400	Y
24.	Advanced Environmental Solutions, Inc.	Robert Chavez	505-565-4460	Y
25.	Environmental Resources Management	Gary D. Henderson	505-243-3300	Y
26.	On Site Technologies, Ltd.	Kenneth Sinks	505-325-1496	Y



Highlander Environmental Corp.

Midland, Texas

January 5, 2001

Martyne J. Kieling
New Mexico Oil Conservation Division
2040 South Pacheco
Santa Fe, New Mexico 87505

Re: Request for addendum regarding Request for Proposal 10-521-07-04844

Dear Ms. Kieling:

Highlander Environmental Corp. (Highlander) and NORM Decon Services, LLC (NDS) appreciate the opportunity to prepare a proposal for the above-mentioned project. After the site meeting and a review of the proposal documents, questions and concerns have arisen that require some clarification. These concerns will directly affect how the cost estimate and work on site are to be performed. The basis for these questions is as follows.

While at the site meeting on January 4, 2001 representatives of Highlander and NDS spot-checked the tanks, pit and various soil piles for Naturally Occurring Radioactive Materials (NORM). The readings found at that time were higher than those indicated in the report. Due to the fact that NORM has been found on the site in your initial report and our personnel found additional soil and tanks with elevated readings in excess of those set forth in 20 NMAC 3.1 1403.A and C of Subpart 14 of the Naturally Occurring Radioactive Materials (NORM) in the Oil and Gas Industry Regulations, worker safety and correct work practices are a concern. 20 NMAC 3.1 1405 states that no persons may be exposed to NORM until they are trained and have the proper license to work with these materials. Additionally, the survey and sampling must be performed in compliance with survey and sampling requirements under Appendix A, Regulation Guidelines for the Management of NORM in the Oil and Gas Industry in New Mexico. Due to the lack of supporting documentation, we are concerned that these guidelines may not have been used. The sample results and surveys do not cover all of the soil areas, pit or tanks. The NORM survey that was included in the report stated that a "Certified NORM Inspector" performed the survey in accordance with current State of New Mexico regulations. However, no data was supplied to indicate what types of instruments were used during the survey or what sampling protocols were used. Additionally, there does not appear to have been a thorough survey or sampling of the soils or the pit area. The statement that composite samples were taken of the soil piles and tanks etc. does not adequately address these issues.

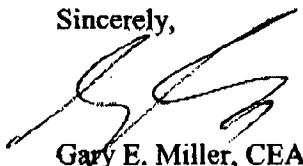
We feel that a complete NORM survey must be performed and correct sampling procedures used as a necessary element of this project. Therefore, it is requested that the

cost for a survey and sampling program that will be adequate to identify all NORM be added to the Request for Proposal. The incomplete data could cause contractors that are not fully aware of these regulations and are relying solely on the results of the report included in the proposal to inadvertently expose their workers to unsafe NORM levels. Additionally, there are no provisions in the proposal for testing the soils and stockpiles for NORM. The proposal also states that soil and tank material will be landfarmed onsite. Under current regulations the material must be tested before it is moved or it is landfarmed. Additionally if the material is NORM a specific license will be required for all of the work to be performed at the site until that material is removed.

The second issue that needs to be addressed is the cost for the export permit for the NORM from the Rocky Mountain Low Level Radioactive Waste Board. The cost of the export permit is based on the volume of waste to be disposed of. Therefore, the waste must be containerized, sampled and stored, prior to application for the permit. The permit must then be paid in advance before the material is shipped across state lines for disposal. The projected cost for this permit will be \$6,000 to \$15,000. Should this cost be a separate line item or will the state pay the fee directly? Whether the fee is paid directly by the state or by the contractor, the waste will have to be stored onsite until the permit is issued which will incur additional cost.

These issues will directly affect the cost of the project and clarification is requested at your earliest convenience. If you have any questions please call me at 915-682-4559 or email at gmliller@hec-enviro.com.

Sincerely,



Gary E. Miller, CEA
President



Kielling, Martyne

From: Ted Hartsig[SMTP:thartsig@ses-corp.com]
Reply To: Ted Hartsig
Sent: Wednesday, January 31, 2001 10:23 AM
To: Kielling, Martyne
Subject: Goodwin Treating Plant Proposal - References



goodwin
references.doc

Martyne:

Attached is a listing of our reference that will attest to the quality of work performed and relations with our project managers. **Thank you very much** for your accomodation of receiving this page. I had been waiting for acknowledgement from them, and this page did not get included with the body of our proposal. I apologize for this inconvenience.

The attached file listing our references is in MS Word and can be slipped into the back of our proposal.

We have our fingers crossed on the outcome of your selection. Regardless of how that outcome may be, I hope we can talk to you about the site in Eunice. Again, thank you for receiving this page of references for our proposal. If you have any questions, please call me at 913-307-0046, ext 14, or in Las Cruces at 505-522-1172. I'm splitting my time between our two offices. If luck so has it that we will be working with you, I'll pretty much be in Las Cruces full time.

Sincerely,

Ted Hartsig

Kieling, Martyne

From: Ted Hartsig[SMTP:thartsig@ses-corp.com]
Reply To: Ted Hartsig
Sent: Friday, January 26, 2001 2:44 PM
To: Kieling, Martyne
Cc: phild@baywest.com
Subject: Goodwin Treating Plant Proposal

Martyne:

I hope you will be able to address some very important questions as we complete our proposal for the Goodwin Treating Plant Investigation, Cleanup, and Remediation. If, as we requested a couple of days ago, an extension for the proposal can be granted, this would help not only our team, but others, I'm sure.

In the process of detailing information that we've obtained from people knowledgeable of the site and from potential waste treatment or disposal facilities (including landfarm facilities, special waste disposal facilities, and NORM disposal facilities), it is very apparent that there is in no way sufficient information from which a respondent can make a valid proposal of costs to complete this project. Most, if not all, of the disposal or treatment facilities with whom we have talked will not even begin to consider receiving waste - nor estimating the cost for disposal - without more definitive information about the contents of the tanks at the site.

Our team - Sustainable Environmental Solutions and Bay West - would very much like to work with you on this project. We present outstanding experience and capabilities and feel that our work would meet the goals of the EMNRD-OCD very well. Our concern is that this project will be awarded but then the contractor will either be bound by costs based on unknown information/data, or the whole scope of work may have to be revisited, primarily to complete necessary, thorough characterization of the materials at the facility. We have even talked to other potential respondents to the RFP, and they are backing out of submitting a proposal.

Can you please call us to help us determine some of the answers we are seeking. We do appreciate the time you have spent with us, and we look forward to talking to you.

Thank you,

Ted Hartsig

Kieling, Martyne

From: Ken Sinks[SMTP:ksinks@onsiteltd.com]
Sent: Thursday, January 25, 2001 12:03 PM
To: Martyne Kieling
Subject: Environmental Profiling of Soils going to Landfill



There was no mention of the required testing at the land fill for soil going to the landfill. Therefore we have not included any environmental profiling in our bid. There are over 100 loads of soil that will need to be dealt with. If environmental profiling is required, it could be a very large number. It all depends on the sampling protocol and what is required.

I appreciate your prompt reply,

Ken Sinks
On Site Technologies, Ltd.

Kieling, Martyne

From: Ted Hartsig[SMTP:thartsig@ses-corp.com]
Reply To: Ted Hartsig
Sent: Thursday, January 25, 2001 7:46 AM
To: Kieling, Martyne
Subject: TPH concentrations

Martyne;

In my 4th or 5th review of the technical specifications in the Goodwin Treating plant RFP, I was able to find the answer to my question regarding soil cleanup levels for TPH. I don't know why I didn't catch it earlier.

If you could help us on our question regarding the blending of wastes (soil, sludges, or liquids) with NORM to reduce the concentration, we would greatly appreciate it.

Thanks.

Ted Hartsig

Kieling, Martyne

From: Ted Hartsig[SMTP:thartsig@ses-corp.com]
Reply To: Ted Hartsig
Sent: Wednesday, January 24, 2001 4:54 PM
To: Kieling, Martyne
Subject: More Goodwin questions

Martyn;

Thank you for spending time with us on the phone today answering some of our questions. We are trying to make sure we provide you with a thorough proposal for effectively and efficiently completing this project. I do have a couple of other questions (although this likely won't be the end of them):

1. How does the NMOCD look upon blending of some of the NORM wastes to reduce the concentrations of radionuclides to below the acceptable level (50 pCi/gm)? For instance, if some of the tank bottoms have a NORM level of 70 uR/hr, but much of it has less than 30 uR/hr, and it can be blended to be less than 30uR/hr and less than 50 pCi/gm (say with sludge from one of the other tanks), is that within acceptable practices. As this is not RCRA, it isn't regulated such that mixing of wastes is unacceptable, and we understand that it is a common practice down there. Still... we want to make sure we do it correct according to your requirements.

2. Excavating soil to a level of 100 ppm TPH is pretty low. Many states say excavate to 500 ppm TPH (some, even 1000 ppm). I'll double check the regs, but it seems plausible that if there is no threat of exposure, a higher clean up standard could save substantial costs. Will the State consider a higher level on the TPH cleanup level?

These may seem like we're trying to hedge on things, but we want to make sure we can use commonly used practices to achieve the State's goals.

Again, thanks for your responsiveness.

Ted Hartsig

Kieling, Martyne

From: Ken Sinks[SMTP:ksinks@onsiteltd.com]
Sent: Tuesday, January 23, 2001 11:27 AM
To: Martyne Kieling
Subject: Lab Analysis for Goodwin Site Soils



The soil analysis for this project (35 samples) the TPH requirement - are you asking for E418.1 analysis or for gasoline and diesel range analysis SW8015B?

Your response is appreciated,

Ken Sinks
On site Technologies, Ltd

Kieling, Martyne

From: Ken Sinks[SMTP:ksinks@onsiteltd.com]
Sent: Monday, January 22, 2001 5:46 PM
To: Martyne Kieling
Subject: PHASE 1 REPORT QUESTIONS



The statement "Samples will be taken at 3-5 feet bgs and then at 10 foot intervals".
Does this mean:

- ✓ • take samples down hole at 3-5 feet, 10 feet, 20 feet until clean?
- or does it mean sample to 3-5 feet and then make a grid and sample at 10 foot intervals over the emergency pit entire surface?
- ? • you do want the one bottom hole sample from the hole with the highest PID readings at some level other than 3-5 feet, right?

Thanks
Ken Sinks
On Site Technologies, Ltd.
505-325-5667

Subcontractors - Norm Decon

Kieling, Martyne

From: Ted Hartsig[SMTP:thartsig@ses-corp.com]
Reply To: Ted Hartsig
Sent: Tuesday, January 23, 2001 7:06 AM
To: Kieling, Martyne
Subject: Re: Goodwin Treating Plant RFP Questions and Answers

Martyne:

Thank you for sending the questions and answers regarding information for the Goodwin Treating Plant RFP. I have an additional question if you could please help me. I need clarification of the requirements for certified NORM survey specialists and personnel on site during this project. Is it necessary that the entire crew be trained and certified in NORM survey and management, or is it sufficient that a subcontractor with this specialty be on site during the work to monitor site conditions including health exposure? I have tried to call Bill Floyd with the NMED, but have been unsuccessful.

Attach Guide lines

10609

If you could help me, I'd be most appreciative.

Thank you,

Ted Hartsig
> Questions and Answers
> <<Corresp.doc>>
>
> Letter For Question # 9
>
> <<9a.jpg>> <<9b.jpg>>
>
> Please let me know if you have additional questions. I would prefer them
via
> E-mail or written and faxed. Thank you for your interest in this project.
>
> Martyne J. Kieling
>
> PS. All new phone and fax numbers in the RFP are working now. Thank you
for
> your consideration during our move.
>

Kielling, Martyne

From: Steffes, Julie[SMTP:STEFFESJ@mail.rfweston.com]
Sent: Friday, January 19, 2001 5:28 PM
To: 'Kielling, Martyne'
Subject: RE: Goodwin Treating Plant RFP Questions and Answers

Received the files. Thank you very much.

Julie Steffes

-----Original Message-----

From: Kielling, Martyne [mailto:MKielling@state.nm.us]
Sent: Friday, January 19, 2001 5:29 PM
To: 'gandy2@leaco.net'; 'markmag@vsaonline.net';
'mschulz@theitgroup.com'; 'khale@theitgroup.com';
'twhite@environeeringinc.com'; 'steffesj@mail.rfweston.com';
'bbockisch@kleinfelder.com'; 'norm@a-p-inc.com'; 'ecesi@eastland.com';
'crihobbs@leaco.net'; 'kswinney@bbcinternational.com';
'thartsig@ses-corp.com'; 'visiontechnology@earthlink.net';
'treed@hec-enviro.com'; 'sdevine@dbstephens.com';
'hbrown@envirotech-inc.com'; 'neem@philipinc.com';
'dfernald@philipinc.com'; 'sheaderson@ernrn.com'; 'ssidonna@aol.com';
'jbyrd@environeeringinc.com'; 'ksinks@cyberport.com'
Cc: Wink, Gary; Williams, Chris; Foust, Denny
Subject: Goodwin Treating Plant RFP Questions and Answers

To all Offerors that have submitted the Acknowledgement of Receipt Form:

Questions and Answers
<<Corresp.doc>>

Letter For Question # 9

<<9a.jpg>> <<9b.jpg>>

Please let me know if you have additional questions. I would prefer them via E-mail or written and faxed. Thank you for your interest in this project.

Martyne J. Kielling

PS. All new phone and fax numbers in the RFP are working now. Thank you for your consideration during our move.

Kieling, Martyne

From: Jefferson L. Byrd[SMTP:byrd@zianet.com]
Reply To: Jefferson L. Byrd
Sent: Thursday, January 11, 2001 8:04 AM
To: Martyne J. Kieling
Subject: Goodwin Bid Information

Ms. Kieling:

Section VI. Evaluation Factors Part B.4, (page 17) calls for references. It does not specify how this information is to be provided. Our intention at this time is to include references names, company and number. Please let me know if this is adequate.

The question was asked at the site visit about bonding. We are assuming no bond is needed for this contract. Is this correct? Thank you for your help.

Jeff Byrd
ENVIRONEERING, INC
205 Moore Drive
Carlsbad NM, 88220
505 234-1993

GANDY CORPORATION

OILFIELD SERVICES

P.O. BOX 827

TATUM, NEW MEXICO 88267

(505) 398-4960

FAX -505-398-6887

January 23, 2001

Martyne J. Kieling
New Mexico Oil Conservation Division
1220 S. Saint Frances
Santa Fe, New Mexico 87505

Dear Ms. Kieling:

Thank you for the opportunity to work on the RFP for the Goodwin Treating Plant. At this time I have the following questions concerning this proposal.

1. There are discrepancies in the tanks containing materials such as the amount of materials shown on the RFP is not the actual amount in some tanks. Some of the tanks listed are showing the wrong size. Do the bolted galvanized tanks have cone bottoms with sumps. un known
2. If the solids have to be remediated, why would the sludge not be done the same?
3. Under the supplemental rates, the equipment rates does not ask for the size of the equipment.
4. New Mexico is in the Rocky Mountain Compact agreement area which governs the export for disposal of all radioactive materials. NORM generated in the oil and gas industry is included in this agreement. The RFP does not specify the NORM volume and the Rocky Mountain Compact assesses export fees based upon volume. Since these fees are related to volume an accurate determination of cost is not determinable.
5. RFP page 15 C, Item 4 - NORM requirements. Please define the scope of NORM requirements.
6. Industry standards for on-site screening of NORM is generally done by taking Ludlum meter readings at all excavation sites. Anything above twice background usually warrants a sample being collected and a gamma spectroscopy analysis to determine whether or not the sample area is above 30 picocuries per gram of radium 226 and 150 picocuries per gram of any other NORM radioactive element. These guidelines are not reflected in the RFP which states that 50 microroentgens per hour (uR/hr) will be the screening criteria (RFP page 12, item 5). Since the background at the site is between 8 - 14 (uR/hr) the RFP screening criteria may cause significant delay in site clean up and closure. We

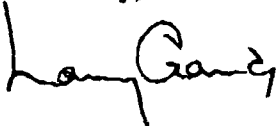
recommend that all screening be done at twice background.

7. The RFP does not state that all radioactive materials will be shipped in DOT approved containers (i.e. roll-off containers). We recommend the RFP be amended to include shipment of NORM be performed in accordance with all state and federal DOT requirements.
8. Since there are only two known facilities that commonly accept exempt NORM in the State of Texas and since the RFP states that disposal of wastes will be at only an EMNRD-CD approved facility, delay may occur if these two sites are not currently recognized by the EMNRD-OCD. We recommend the RFP be amended to list all EMNRD-OCD approved facilities.

Call Larry
Baker

Thank you for your help. I would appreciate it if you could fax or call me with the solution to our questions.

Sincerely,



Larry Gandy

New Park - Houston
Lotus ~~LLC~~ L C Andrews County Texas
Dan Snow / Jeff Hudson
915-523-3320
P.O. Box 1277
Andrews, TX 79714

GANDY CORPORATION

OILFIELD SERVICES

P.O. BOX 827

TATUM, NM 88267

(505) 398-4960

LOVINGTON FAX NO.

(505) 396-8887

TATUM FAX NO.

(505) 398-6887

FAX COVER SHEET
MESSAGE TO FOLLOW

DATE:

1-23-01

TIME:

11 Am

TOTAL NUMBER OF PAGES INCLUDING COVER SHEET:

3

TO:

COMPANY

nmocd

ATTENTION:

Martyne Kieling

FAX NO.

476-3647

FROM:

SENDER:

GANDY CORPORATION

MESSAGE:

GANDY CORPORATION

OILFIELD SERVICES

P.O. BOX 827

TATUM, NEW MEXICO 88267

(505) 398-4960

FAX -505-398-6887

January 23, 2001

Martyn J. Kielling
New Mexico Oil Conservation Division
1220 S. Saint Frances
Santa Fe, New Mexico 87505

Dear Ms. Kielling:

Thank you for the opportunity to work on the RFP for the Goodwin Treating Plant. At this time I have the following questions concerning this proposal.

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recommend that all screening be done at twice background.

7. The RFP does not state that all radioactive materials will be shipped in DOT approved containers (i.e. roll-off containers). We recommend the RFP be amended to include shipment of NORM be performed in accordance with all state and federal DOT requirements.
8. Since there are only two known facilities that commonly accept exempt NORM in the State of Texas and since the RFP states that disposal of wastes will be at only an EMNRD-CD approved facility, delay may occur if these two sites are not currently recognized by the EMNRD-OCD. We recommend the RFP be amended to list all EMNRD-OCD approved facilities.

Thank you for your help. I would appreciate it if you could fax or call me with the solution to our questions.

Sincerely,



Larry Gandy

IMS

INTEGRATED MARKETING SYSTEMS**945 Hornblend Street, Suite G****San Diego, California 92109****(858) 490-8818 / Fax (858) 490-8811****www.imsinfo.com / research@imsinfo.com****TELECOMMUNICATIONS COVER PAGE**Date: FEBRUARY 12, 2001

Please deliver the following fax to:

Agency: ENERGY, MINERALS AND NATURAL RESOURCESAttention: Mrs. MARTINE KIELING, PROCUREMENT MANAGERFax Number: (505) 476-3462From: Maureen Gray, Regional ManagerNumber of pages including cover page: 5

If you do not receive all the pages, please call as soon as possible to (858) 490-8818.

Comments: Many agencies use us an integral, no-cost part of their public notice protocol.
We specialize in advance notice for specific projects to generate highly
qualified consultant inquiries, tailored to your specifications. I look forward to
being of continuous service to you. Thanks again! *Maureen Gray*

P.S. : I HOPE THAT THE MOVE IS OVER AND
THAT THE NEW OFFICES ARE GREAT.

INTEGRATED MARKETING SYSTEMS
945 Homblend St
Suite G
San Diego, CA 92109

(858) 490-8800
fax (858) 490-8811
research@imsinfo.com
www.imsinfo.com



KEEPING INTERESTED CONSULTANTS INFORMED

What is IMS?

- We track and report on public projects in 10 western states for consultants in over 50 disciplines. **There is no cost to the agency for this service.**
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- Each one-page project announcement provides a brief scope of work and pertinent submittal information.

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- Target your announcement to reach local, statewide, or all IMS consultants by specifying disciplines and subscriber regions.
- Inform consultants about future projects up to a year in advance. Choose to request Letters of Interest or choose "no contact" to decrease consultant phone calls.

How to use IMS?

- Contact your IMS Regional Manager by **phone, fax, or email** to let consultants know about a project.
- Include IMS on your vendor lists and consultant databases to receive RFPs/RFQs and addenda.
- The IMS deadline for same-day publication is 1:00 p.m.

Maureen Gray

Regional Manager
State of Colorado

Direct line (858) 490-8818 Fax (858) 490-8811
research@imsinfo.com



DISCIPLINES

- Acoustical/Noise Abatement
- Air Quality Management
- Analytical/Testing Services
- Archaeology
- Architecture Services
- Asbestos/Lead Abatement
- Biological Studies
- Civil Engineering
- Construction Management
- Cost Estimating
- Design Build/Developer
- Electrical Engineering
- Endangered Species Surveys
- Energy Engineering
- Environmental Engineering/
Planning/Design
- Environmental Impact Reports/
Assessments
- Feasibility Studies
- Fire Protection Engineering
- Flood Control Engineering
- Forestry
- Geology
- Geotechnical Engineering
- Graphic Design/Public Art
- Habitat Restoration
- Hazardous Waste Engineering
- Historic Preservation
- Housing & Urban Development
- Hydrology/Hydraulics
- Inspection Services
- Interior Design
- Land Use Planning
- Landscape Architecture
- Materials Testing
- Mechanical Engineering
- Planning/Master Planning
- Pollution Studies
- Programming
- Public Transit Planning
- Redevelopment Planning
- Rehabilitation & Refurbishment
- Sanitation Engineering
- Seismic Retrofit Engineering
- Site Evaluation/Selection
- Soil Testing
- Solid Waste Engineering
- Structural Engineering
- Surveying
- Traffic Design Engineering
- Traffic Studies
- Transportation Planning
- Underground Tank Design
- Urban Studies/Planning and Design
- Utility Engineering
- Value Engineering
- Waste Management Planning
- Wastewater Treatment Engineering
- Water Quality Testing

IMS

Integrated Marketing Systems Project Data Sheet

TARGET MARKET Land
COUNTY San Juan, UT
CITY Salt Lake City
PROJECT # 123221

ORIGINAL DATE 12/11/00
PREVIOUS UPDATE 12/11/00
CURRENT UPDATE 12/11/00

PROJECT Utah Abandoned Mine Reclamation Program
AGENCY/INST City of Salt Lake City
LOCATION San Juan, UT
DEPARTMENT Purchasing

CONTACT Division of Purchasing
PHONE (801) 538-3026

TITLE
FAX () -

DISCIPLINES [X] Analytical/Testing Services
REQUESTED [X] Archaeology
BY AGENCY [X] Surveying

SCOPE OF WORK

The State of Utah, Division of Purchasing, is seeking a consultant to perform cultural surveys for the Utah Abandoned Mine Reclamation Program. Required work includes: 1) designing a prehistoric sites research and testing plan; 2) testing seven identified prehistoric sites; 3) mapping one large prehistoric village site using a total station; 4) as-needed assisting with testing and treatment of sites, including assistance with Native American Graves Protection and Repatriation Act; and 5) as-needed assisting with monitoring project construction activities in the vicinity of known archaeological sites. The abandoned mine is located in the upper Cottonwood Wash area.

APPROX CONST COST:

LOI/SOQ/RFP: R

APPROX SUBMIT DEADLINE: 12/19/00

COMMENTS

COMMENTS DATE 12/11/00

*** SHORT NOTICE ***

-Project No. N01057

-To receive a RFP package, contact the Division of Purchasing at the above phone number. Firms may download the RFP package from the Internet at: <http://www.purchasing.state.ut.us>

-For questions, contact Luci Mallin, Project Manager, at (801) 538-5323.

-Submit proposals prior to 3:00 p.m., December 19, 2000.



Integrated Marketing Systems Project Data Sheet

TARGET MARKET	General Building	ORIGINAL DATE	12/27/00
COUNTY	Various, NM	PREVIOUS UPDATE	12/27/00
CITY	Various	CURRENT UPDATE	12/27/00
PROJECT #	123497		

PROJECT	2001 Special Projects
AGENCY/INST	State of New Mexico
LOCATION	Various, NM
DEPARTMENT	Energy, Minerals, and Natural Resources

CONTACT	TITLE
PHONE () -	FAX () -

DISCIPLINES	[X] Civil Engineering
REQUESTED	[X] Electrical Engineering
BY AGENCY	[X] Energy Engineering
	[X] Mechanical Engineering
	[X] Utility Engineering

SCOPE OF WORK:

The State of New Mexico, Department of Energy, Minerals, and Natural Resources (EMNRD), Energy Conservation and Management Division (ECMD), is seeking consultants to provide potential partnership proposals for 2001 special energy-related projects. Project objectives include: 1) making application to the U.S. Department of Energy (DOE) for State Energy Program (SEP); 2) undertaking projects that meet DOE matching requirements; 3) providing energy efficiency measures and alternative energy technologies; and 4) supporting energy and end-use sector projects.

APPROX CONST COST:

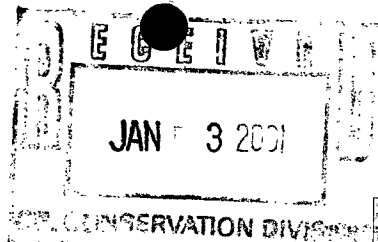
LOI/SOQ/RFP: R

APPROX SUBMIT DEADLINE: 01/16/01

COMMENTS:

COMMENTS DATE: 12/27/00

- Applicants and other partners are required to provide a cash or in-kind match as required by DOE solicitation for the amount of funding requested.
- To receive a RFP package, contact Harold Trujillo at (505) 827-7804.
- Submit proposals prior to 4:00 p.m., January 16, 2001.



MEYNER'S +
COMPANY, LLC
<i>Certified Public Accountants/</i>
<i>Consultants to Business</i>
500 Marquette NW, Suite 400
Albuquerque, New Mexico 87102
P 505/842-8290
F 505/842-1568
E cpa@meyners.com

2 January, 2001

Martyne J. Kieling
New Mexico Oil Conservation Division
2040 South Pacheco
Santa Fe, NM 87505

RE: Request for Proposal - Investigation, Clean-Up & Remediation

Dear Mr. Kieling:

Thank you for sending us your RFP for the above referenced services. Meyners + Company, LLC will not be submitting a proposal; however, we ask that you keep us on your list for future engagement possibilities.

Sincerely,
Meyners + Company, LLC

Robin D. Rowlands
Marketing Manager



STATE OF NEW MEXICO
GENERAL SERVICES DEPARTMENT
PURCHASING DIVISION

PROPOSER

REQUEST FOR PROPOSAL

PROPOSAL NUMBER: 10-521-07-04801

Deputy Director: Ronn Jones

REQUEST FOR PROPOSALS FOR THE FOLLOWING

**"TRAINING, TECHNICAL ASSISTANCE AND PROGRAM EVALUATION FOR OIL AND GAS PERSONNEL ON THE
POLLUTION PREVENTION BEST MANAGEMENT PRACTICES MANUAL"**

The State of New Mexico ENERGY, MINERALS & NATURAL RESOURCES DEPARTMENT
is soliciting request for Proposals as described herein.

Complete proposal documents are ☐ [included] ☒ [not included] in this mailing.

If complete proposal documents are not included in this mailing, interested firms may obtain all necessary documents and any additional information, if required by contacting:

MARTYNE J. KIELING, PROCUREMENT MANAGER

TELEPHONE NO.: (505) 827-7153

SPECIAL NOTE: AFTER JANUARY 12, 2001 (505) 827-3440

PROPOSAL DEADLINE: NO LATER THAN 5:00 P.M., MST, JANUARY 31, 2001

SUBMIT PROPOSAL TO THE FOLLOWING ADDRESS:

**MARTYNE J. KIELING, PROCUREMENT MANAGER
ENERGY, MINERALS & NATURAL RESOURCES DEPT.
OIL CONSERVATION DIVISION
1220 SOUTH SAINT FRANCIS DRIVE
SANTA FE, NEW MEXICO 87505**

DEC 28 PM 12:06

**IMPORTANT - PROPOSALS MUST BE SUBMITTED IN A SEALED ENVELOPE WITH THE PROPOSAL NUMBER
AND DEADLINE DATE CLEARLY INDICATED ON THE BOTTOM LEFT HAND SIDE OF THE FRONT OF THE
ENVELOPE.**

NOTE: SUBMITTED PROPOSALS SHALL NOT BE PUBLICLY OPENED.

The contents of any proposal shall not be disclosed during any negotiations that may occur.

All proposals shall be valid until contract is awarded.

Proposals will be made public after award has been announced.

THIS MAILING CONTAINS _____ SHEETS.

NEW MEXICO ENERGY, MINERALS AND NATURAL
RESOURCES DEPARTMENT
OIL CONSERVATION DIVISION

PUBLIC NOTICE
REQUEST FOR PROPOSALS

- TRAINING ON STATE OF NEW MEXICO POLLUTION PREVENTION BEST
MANAGEMENT PRACTICES MANUAL FOR THE OIL AND GAS INDUSTRY-

The Oil Conservation Division of the Energy Minerals and Natural Resources Department of the State of New Mexico is soliciting proposals from qualified firms or individuals to conduct training on the State of New Mexico Pollution Prevention Best Management Practices Manual (Manual) and Pocket Guide (Guide) for the oil and gas industry. The Division will award a contract for training, technical assistance, and program evaluation. The contract will be for approximately 5 months commencing on or about February 14, 2001, upon execution of the final written agreement by the Department of Finance and Administration. The contract will expire on June 30, 2001. Training on the Manual and Guide will include training, technical assistance, and program evaluation for oil and gas industry personnel. The training sessions will be held in the state's two primary areas of oil and gas production: northwestern and southeastern New Mexico.

Interested individuals or firms may obtain further information including a copy of the Request For Proposals by contacting:

This address is valid until January 12, 2001

Martyne J. Kieling
New Mexico Oil Conservation Division
2040 South Pacheco
Santa Fe, New Mexico 87505
Phone: 505-827-7153
Fax: 505-827-8177

New address effective January 12, 2001

Martyne J. Kieling
New Mexico Oil Conservation Division
1220 S. Saint Frances
Santa Fe, New Mexico 87505
Phone: 505-476-3440
Fax: 505-476-3462

The Energy, Minerals and Natural Resources Department is an affirmative action/equal opportunity employer. Women, minorities, the handicapped, and veterans are urged to apply.

Three copies of the proposal must be received at the above office as specified in the Request For Proposals no later than January 31, 2001, 5:00 p.m. Mountain Standard Time. No offers will be accepted after the deadline. All deliveries via express carrier should be addressed as above. Faxed and e-mail proposals will not be considered.

The Procurement Code, Sections 13-1-28 through 13-1-199 NMSA 1978, imposes civil and misdemeanor criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for bribes, gratuities, and kickbacks.

**WILLIAM M.
MERCER**

RECEIVED
JAN 4 2001
CONSERVATION DIVISION

January 3, 2001

Martyne J. Kieling
New Mexico Oil Conservation Division
2040 South Pacheco
Santa Fe, NM 87505

Re: Request for Proposal Number 10-521-07-04844

Dear Ms. Kieling:

Mercer has been invited to submit a proposal to the New Mexico Oil Conservation Division for Investigation, Clean-Up & Remediation – Goodwin Treating Plan, Lea County.

We are pleased to have been included on your list but must respectfully decline to submit a proposal on this project. Unfortunately, this is not in our area of expertise.

We are sorry to have to pass on this opportunity and hope that you will consider us in the future.

Once again, thank you for your consideration.

Sincerely,



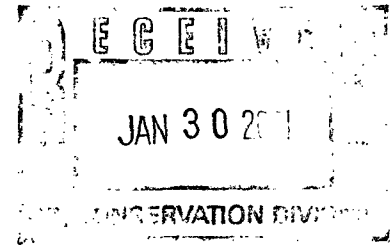
STEPHEN B. CHREIST

SBC/ps

\\albnvf01\data\hw\generic\proposals\nndecline5.doc

William M. Mercer, Incorporated
201 Third Street NW
Suite 1450
Albuquerque, NM 87102

Phone 505 243 1377
Fax 505 243 1760



January 29, 2001

Ms. Martyne Kieling
NM Oil Conservation Division
1220 South St. Francis Dr.
Santa Fe, NM 87504



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NATIONWIDE.
WWW.MAXIMUSA.COM

CLYDE L. YANCEY, P.G.
SENIOR PROJECT MANAGER
CYANCEY@MUSA.COM

10601 LOMAS NE, SUITE 106
ALBUQUERQUE, NM 87112

OFFICE 505-237-8440
FAX 505-237-8656

RE: Goodwin Treating Plant Request for Proposals

Dear Ms. Kieling:

I appreciated the opportunity to review the above referenced proposal. However, because we were unable to locate a firm to team with that had the necessary NORM credentials, and could carry out the demolition, Maxim will not be responding.

We would like to remain on the NMOCD bidders list for future requests from your office. Maxim primarily focuses on subsurface investigation and remediation. If you should have any questions, please do not hesitate to call.

Sincerely,
MAXIM TECHNOLOGIES, INC.

Clyde L. Yancey
Sr. Project Manager/Office Manager



A & P Incorporated



705 Rankin Road, N.E. Albuquerque, New Mexico 87107-2109
Telephone (505) 344-3556 Facsimile (505) 344-3557
Web Site A-P-Inc.com E-mail Norm@A-P-Inc.com

Martyne J. Kieling
New Mexico Oil Conservation Division
1220 S. Saint Francis Drive
Santa Fe, New Mexico 87505

Dear Ms. Kieling,

This letter is to inform you that we have decided not to submit a bid for the site remediation at the Goodwin Treating Plant (Proposal Number 10-521-07-04844). However, we would like to be included in future bid opportunities.

We feel that a comprehensive survey should be conducted to determine the levels of Naturally Occurring Radioactive Materials (NORM) present at the site. Further, a preliminary assessment should be conducted to determine the horizontal and vertical extent of hydrocarbon and NORM contamination prior to implementation of site remediation activities. An accurate assessment of the amount of materials to be disposed can be determined from these activities. Neither of these issues have consideration in the request for proposal. We understand that line item costs can be provided to include specific items not included in the request for proposal. This leaves a lot of uncertainty for the bidders who may propose as many methods for the remediation activities as there are bidders. Further, employees may be exposed to unsafe levels of NORM and hydrocarbon carbon materials.

If we can be of any further assistance, please call (505) 344-3556.

Sincerely,

Norman A Mc Fall

Norman A. McFall
President

A & P Incorporated



705 Rankin Road, N.E. Albuquerque, New Mexico 87107-2109

Telephone (505) 344-3556 Facsimile (505) 344-3557

Web Site www.A-P-Inc.com E-mail Norm@A-P-Inc.com

FACSIMILE CORRESPONDENCE

DATE: January 30, 2001

TO:

NAME: Martyne Kieling

COMPANY: New Mexico Oil Conservation Division

FACSIMILE #: (505) 476-3462

TELEPHONE #:

FROM:

NAME: Mr. Norman A. McFall

President

A & P Incorporated

REMARKS:

NUMBER OF PAGES BEING TRANSMITTED (INCLUDING COVER SHEET): 2

IF YOU DID NOT RECEIVE ALL PAGES, PLEASE CALL US AT (505) 344-3556.

Fuel System Specialists Since 1963



Fax Cover Sheet

IT Corporation
Regional Office
 5301 Central Ave. NE, Suite 700
 Albuquerque, New Mexico 87108-1513

505-262-8800
Fax: 505-262-8855

Date: 1-31-01

From: MIKE SCHULZ
Ph: _____

No. of Pages: 2
(including cover sheet)

To:	NAME	LOCATION	FAX NUMBER
	MURRAY KILZING	POD	505-476-3462

Comments:

If you receive this communication in error or do not receive all pages, please call (505) 262-8800.



January 31, 2001

IT Corporation

5301 Central Avenue NE, Suite 700
Albuquerque, NM 87106-1513
Tel. 505.262.8800
Fax. 505.262.8855

A Member of The IT Group

Project No. 301001

Ms. Martyne Kieling
NM Oil Conservation Division
1220 S. Saint Francis
Santa Fe, NM 87505
Fax: (505) 476-3462

**Request for Proposal 10-521-07-04844 -- Investigation and Environmental
Remediation of the Goodwin Treating Plant**

Dear Ms. Kieling:

IT Corporation (IT) has evaluated the subject request for proposal (RFP) and, although IT is well qualified to perform the scope of work we will not be submitting a response to this RFP. We greatly appreciate the opportunity and would like to be considered for possible future OCD environmental support needs.

If you have any questions please contact me at (505) 262-8752.

Respectfully submitted,

IT CORPORATION

A handwritten signature in cursive script, appearing to read 'Mike Schulz', with a horizontal line extending to the right.

Mike Schulz
Business Manager
Commercial Engineering and Construction

CONTRACTORS WISHING TO BID ON ENVIRONMENTAL INVESTIGATION,
CLEANUP AND REMEDIATION JOBS

1. Attn: ~~George Friend~~ Bob Wilcox
AMEC
8519 Jefferson NE
Albuquerque, NM 87113
✓ (505) 821-1801
- ✓ 2. Attn: Cliff Brunson Ken Sweeney
BBC International, Inc.
P.O. Box 297
Hobbs, NM 88241
✓ (505) 397-6388
- ✓ 3. Attn: J.P. Smith Landon Martin Eunice office
B&H Maintenance and Construction
P.O. Box 185
Bloomfield, NM 87413
✓ (505) 330-6258
4. Attn: Jeff Blagg
Blagg Engineering, Inc.
P.O. Box 87
Bloomfield, NM 87413
(505) 632-1199
- ✓ 5. Attn: Ken Marsh
Controlled Recovery, Inc.
m P.O. Box 388
Hobbs, NM 88241
✓ (505) 393-1079
- ✓ 6. Attn: Morris Young
Envirotech Incorporated
m 5796 U.S. Highway 64-3014
Farmington NM, 87401
✓ (800) 362-1879
7. Attn: Charles Bettis
Environmental Plus, Inc.
1324 N. Main
Eunice, NM 88231
(505) 394-3481

Ken Hunter

TerraCon

4416 Anaheim NE

Albuquerque, NM 87113

505 797 4288

Fax 797 4288

Mike write

Tulsa OK

918 496 0059

Kevin Gram

Technology Training Center

1800 426 1642

GL Environmental

4200 meadowlark lane

Suite 1-A

Rio Rancho, NM 87124

Weston

8. ~~William Redmond~~
~~Environmental Recovery, Inc~~
~~P.O. Box 125~~
~~Broken Arrow, OK 74103-0125~~
~~(918) 258-2004~~

✓ 9. Attn: Bob Allen
Environmental Safety Solutions
P.O. Box 1613
Hobbs, NM 88241
✓ (505) 397-0510

10. Attn: Robert A. Cudney
Environmental Services, Inc.
4665 Indian School NE, Suite 106
Albuquerque, NM 87109
(505) 266-6611

✓ 11. Attn: Larry Gandy
Gandy Corporation
1109 East Broadway
P.O. Box 827
Tatum, NM 88267
✓ (505)-398-4960

✓ 12. Attn: Gary Miller *Tim Ried*
Highlander Environmental
1910 N. Big Spring
Midland, TX 79703
✓ (915) 682-4559

✓ 13. Attn: Mark Ehrlich
Meridian Alliance Group
306 W. Wall Street, Suite 600
Midland Texas, 79701
✓ (915) 682-5557

✓ 14. Attn: Rick Gebhardt
Oil Recovery International
79 Lake View Drive
Slidell, LA 70458
✓ 504-847-9565

15. Attn: Craig Starkey
On-Site Technologies, Ltd.
612 E. Murray
Farmington, NM 87401
(505) 325 8786

Heather Ellison

Hydro Geo Chem

51 West Wetmore, Suite 101

Tucson AZ 85705-1678

520-293-1500

Fax 293-1550

David Ball

GRAM, INC

8500 Menaul Blvd NE

Suite B - 335

Albuquerque, NM 87112

505-299 1282

Fax 296-3289

Berny Bachish

Kleinfelder

4905 Hawkins NE

Albuquerque NM 87109

505 344 7373

Fax 344 1711

Ken Sinks

505 326 5571

Fax 327 1496

16. Attn: Jim Rose
Organic Waste Technologies
4500 W. Illinois, Suite 209
Midland, TX 79703
(915) 520-1581

✓ 17. Attn: Don Fernald
Phillip Environmental
4000 Monroe Road
Farmington, NM 87401
✓ (800) 326-2262

18. Attn: Steve Dyer
Rhino Environmental Services, Inc.
~~300 Broadway NE~~ P.O. Box 57180
Albuquerque, NM ~~88231~~ 87187-7180
(505) ~~242-6464~~
2474646

4007 Lovington Highway
Hobbs NM 88240
505-392-4498

✓ 19. Attn: Donna Roach
Sundance Services Inc.
P.O. Box 1737
Eunice, NM 88231
(505) 394-2511

20. Attn: Phillip Nobis
Tierra Environmental
P.O. Drawer 15250
Farmington, NM 87410
(505) 334-8894

✓ 21. Attn: Mike Griffin
Whole Earth Environmental
19606 San Gabriel
Houston, TX 77084
✓ (800) 854-4358

OCD DISTRICT COPY

Attn: Donna Williams
Oil Conservation Division
1625 N. French Drive
Hobbs, New Mexico 88240

Attn: Denny Foust
Oil Conservation Division
1625 N. French Drive
Hobbs, New Mexico 88240

✓ Bill Stevens
m Jeff Byrd
Enviroengineering, Inc.
16350 Park Ten Place
Suite 140
Houston Texas 77084

✓ Mike Faytor Gary Henderson
m ERM 505-243-3330
5950 S. Willow Dr Fax 243-1144
Suite 200

Greenwood Village Co,
80111

303-741-5050

A & P Inc
Norm McFall
705 Rankin Rd NE.
Albuquerque NM 87107-2109
505 344-3556
344 3557

John Pietz
IT Corp
5301 Central AVE NE
Albuquerque, NM 87108
505 262 8740
Fax 262 8855

✓ Beth Aldrich
Environmental Technical Group, Inc
2540 W. Marland Blvd
Hobbs, NM 88240
(505) 397-4882

David Millis
ECI & ANP Inc.
Pyton list
(505) 255 8810

Phil Gets
ASCG
P.O. Box 1217
Albuquerque NM 87103
(505) 247-0294

✓ Maureen Gray
Integrated Marketing Systems
945 Hornblende, Suite G
San Diego CA 92109-4057
858 490-8818

Michael Korboric
Respec
4725 Indian School NE.
Albuquerque NM 87110
(505) 268 2661

✓ Kevin Parish
VISION Technology
1943 N. Grimes
Suite B
Hobbs NM 88241
(505) 391 0229

Jennifer Kilpatrick
Southwest Hazard Control
2500 N. Coyote Dr, Suite 101
Tucson AZ 85745
1800-279 5266^{ex}-126

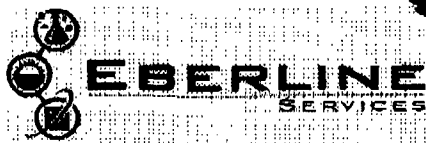
✓ Ann Godsey
Eagle Construction and Environmental
98204 Highway 287 NW
Fortworth, TX 76131

FAX 1469 4632

✓ Sharon Devine
Danial B. Stevens & ASS.
6020 Academy Rd. N.E.
Suite 100
Albuquerque NM 87109

✓ Ted Hart Sig
Sustainable Environmental Solutions
8208 Melrose Drive
Suite 105
Lenexa, KS 66215

✓ Mike Write
Atkin Benham Environmental Division
2488 E. 81st Street. Suite 610
Tulsa, OK 74137

**FAX COVER SHEET**

To: **Martyne J. Kieling**
NM EMNRD

Pages to
Follow: **0**

Proj. No.: _____

From: **Veronica Ybarra**

Date: **01/02/00**

Message: _____

**Please send a copy of the RFP for the Investigation, Cleanup, & Remediation
at the Goodwin Treating Plant to:**

Benchmark Environmental Corporation

4501 Indian School Road NE, Suite 105

Albuquerque, NM 87110

Attn: Veronica Ybarra

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**4501 INDIAN SCHOOL RD. NE, SUITE 105
ALBUQUERQUE, NEW MEXICO 87110
PHONE (505) 262-2694
FAX (505) 262-2698**

GOODWIN TREATING PLANT
REQUEST FOR PROPOSALS

	COMPANY	NAME	PHONE #	ACKNOWLEDGEMENT RECEIPT FORM
✓ 1.	PSC	Mike Stahle	505-326-2262	Y
✓ 2.	Gandy's	Larry Gandy	505-398-4960	Y
3.	Rhino Environmental Services	Allen Hodge	505-392-4498	
4.	Whole Earth Environmental	Elliot Werner	800-854-4358	Y
5.	Meridian Alliance Group	Mark Ehrlich	915-682-5557	Y
✓ 6.	Envirotech Inc	Harlan Brown	505-632-0615	Y
✓ 7.	AMEC	Fred Schelby	505-821-1801	
8.	IT Corp.	Kenneth Hale	505-262-8800	Y
✓ 9.	BBC International	Ken Swinney	505-397-6388	Y
10.	A & P Inc.	Norman A. Mcfall	505-344-3556	Y
11.	Highlander Environmental	Tim Reed	915-682-4559	Y
12.	Environmental Plus, Inc.	Ben Miller	505-394-3481	
13.	Sundance Services, Inc.	Michael Patterson	505-394-2511	
14.	ECI	David Millis	505-255-8810	
✓ 15.	Environeering	Jeff Byrd	713-819-0429	Y
16.	Controlled Recovery, Inc.	David Larson	505-393-1079	Y
17.	NORM Decon Services	Robert C. Parten	915-563-1123	
18.	Kleinfelder / Trinity Eng.	Edward Philley	915-332-8557	Y
19.	Roy F. Weston, Inc	Julie M. Steffes	505-837-6522	Y
20.	Eagle Construction & Environ. Services	Marc W. Walraven	254-629-1718	Y
✓ 21.	Sustainable Environmental Solutions	Theodore Hartsig	913-307-0046	Y
✓ 22.	Vision Technology, Inc.	Renea Parish	505-391-0229	Y
23.	Danial B. Stephens & Associates, Inc.	Sharon Devine	505-822-9400	Y
24.	Advanced Environmental Solutions, Inc.	Robert Chavez	505-565-4460	Y
25.	Environmental Resources Management	Gary D. Henderson	505-243-3300	Y
✓ 26.	On Site Technologies, Ltd.	Kenneth Sinks	505-325-1496	Y
✓	Robles & Sons, Inc.			
	Environmental Technology Group			

27.

Eberline Services

Veronica Ybarra

505-262-2694

REQUESTS FOR PROPOSALS

GOODWIN TREATING PLANT

ACKNOWLEDGEMENT OF RECEIPT FORM

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FIRM: DIAMOND ENVIRONMENTAL

REPRESENTED BY: PHIL GOMEZ

TITLE: PROJECT MANAGER PHONE NO.: (210) 826 0987

E-MAIL: PHILGOMEZ@HSEN.COM FAX NO.: (210) 820-3636

ADDRESS: 7750 BROADWAY

CITY: SAN ANTONIO STATE: TX ZIP CODE: 78209

SIGNATURE: Phil Gomez DATE: 1-26-2001

This name and address will be used for all correspondence related to the Request for Proposal.

Firm does / does not (circle one) intend to respond to this Request for Proposals.

This address is valid until January 12, 2001

Martyne J. Kielling
New Mexico Oil Conservation Division
2040 South Pacheco
Santa Fe, New Mexico 87505
Phone: 505-827-7153
Fax: 505-827-8177

New address effective January 12, 2001

Martyne J. Kielling
New Mexico Oil Conservation Division
1220 S. Saint Frances
Santa Fe, New Mexico 87505
Phone: 505-476-3440
Fax: 505-476-3462

REQUESTS FOR PROPOSALS**TRAINING ON STATE OF NEW MEXICO POLLUTION PREVENTION
BEST MANAGEMENT PRACTICES MANUAL FOR THE OIL AND GAS INDUSTRY****ACKNOWLEDGEMENT OF RECEIPT FORM**

In acknowledgement of receipt of this Request for Proposal the undersigned agrees that he/she has received a complete copy, beginning with the title page and table of contents, and ending with appendix.

The acknowledgement of receipt should be signed and returned to the Procurement Manager no later than close of business on January 2, 2001. Only potential offerors who elect to return this form completed with the indicated intention of submitting a proposal will receive copies of all offeror written questions and the Agency's written responses to those questions as well as RFP amendments, if any are issued.

FIRM: Eberline Services

REPRESENTED BY: Veronica Ybarra

TITLE: Business Development Manager **PHONE NO.:** (505) 262-2694

E-MAIL: vybarra@becorp.com **FAX NO.:** (505) 262-2698

ADDRESS: 4501 Indian School Rd. NE, Suite 105

CITY: Albuquerque **STATE:** NM **ZIP CODE:** 87110

SIGNATURE: Veronica Ybarra **DATE:** 1/24/01

This name and address will be used for all correspondence related to the Request for Proposal.

Firm does/does not (circle one) intend to respond to this Request for Proposals.

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New Mexico Oil Conservation Division
2040 South Pacheco
Santa Fe, New Mexico 87505
Phone: 505-827-7153
Fax: 505-827-8177

New address effective January 12, 2001

Martyne J. Kielling
New Mexico Oil Conservation Division
1220 S. Saint Frances
Santa Fe, New Mexico 87505
Phone: 505-476-3440
Fax: 505-476-3462

**FAX COVER SHEET**

To: Martynne Kelling

Pages to
Follow: 1

Proj. No.: _____

From: Veronica Ybarra

Date: 1/24/01

Message: _____

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- Hazardous, radioactive, and mixed waste management—
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REQUESTS FOR PROPOSALS

GOODWIN TREATING PLANT

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FIRM: GANDY CORPORATION

REPRESENTED BY: LARRY GANDY

TITLE: VICE-PRESIDENT PHONE NO.: (505) 398-4960

E-MAIL: gandy2@leaco.net FAX NO.: (505) 398-6887

ADDRESS: P.O. BOX 327

CITY: TATUM STATE: NM ZIP CODE: 88260

SIGNATURE:  DATE: 01/02/01

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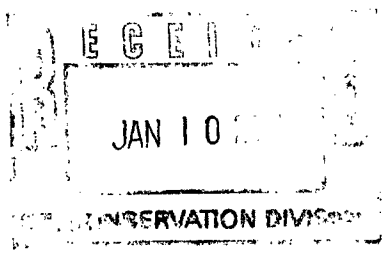
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New Mexico Oil Conservation Division
2040 South Pacheco
Santa Fe, New Mexico 87505
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Fax: 505-827-8177

New address effective January 12, 2001

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New Mexico Oil Conservation Division
1220 S. Saint Frances
Santa Fe, New Mexico 87505
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REQUESTS FOR PROPOSALS
GOODWIN TREATING PLANT

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FIRM: Meridian Alliance Group, LLC
REPRESENTED BY: Mark Ehrlich
TITLE: Manager, Oil & Gas PHONE NO.: 915-682-5557
E-MAIL: markmag@usaonline.net FAX NO.: 915-682-5593
ADDRESS: 306 W. Wall, Ste. 600
CITY: Midland STATE: TX ZIP CODE: 79701
SIGNATURE: Mark Ehrlich DATE: 1-5-01

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Martyne J. Kieling
New Mexico Oil Conservation Division
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Santa Fe, New Mexico 87505
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Fax: 505-827-8177

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REQUESTS FOR PROPOSALS

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FIRM: IT Corporation

REPRESENTED BY: Michael Schulz

TITLE: Business Line Manager PHONE NO.: 505-262-8752

E-MAIL: mschulz@theitgroup.com FAX NO.: 505-262-8855

ADDRESS: 5301 Central Ave NE, Suite 700

CITY: Albuquerque STATE: NM ZIP CODE: 87108

SIGNATURE:  DATE: 01/08/01

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2040 South Pacheco
Santa Fe, New Mexico 87505
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Fax: 505-827-8177

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New Mexico Oil Conservation Division
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Santa Fe, New Mexico 87505
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REQUESTS FOR PROPOSALS

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FIRM: IT Corp

REPRESENTED BY: Kenneth Hale

TITLE: Superintendent PHONE NO.: 505 262-8800

E-MAIL: KHale@theitgroup.com FAX NO.: 262-8855

ADDRESS: 5301 Central AVE NE Suite 700

CITY: Alb STATE: NM ZIP CODE: 87112

SIGNATURE: Kenneth Hale DATE: 1/4/00

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Santa Fe, New Mexico 87505
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Fax: 505-827-8177

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REQUESTS FOR PROPOSALS

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REPRESENTED BY: Michael Schulz

TITLE: Business Line Manager PHONE NO.: 505-262-8752

E-MAIL: mschulz@theitgroup.com FAX NO.: 505-262-8855

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Martyne J. Kieling
New Mexico Oil Conservation Division
1220 S. Saint Frances
Santa Fe, New Mexico 87505
Phone: 505-476-3440
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Fax Cover Sheet

IT Corporation
Regional Office
5301 Central Ave. NE, Suite 700
Albuquerque, New Mexico 87108-1513

505-262-8800
Fax: 505-262-8855

Date: 1-8-01

From: MIKE SCHULZ

Ph: _____

No. of Pages: 2
(including cover sheet)

To:	NAME	LOCATION	FAX NUMBER
	MARTYNE KIELING	OCB	505-827-8177

Comments:

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REQUESTS FOR PROPOSALS

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FIRM: ENVIRONTEERING, Inc
REPRESENTED BY: Tim White Jeff Byrd
TITLE: Principal PHONE NO.: 505 234-1993
281-578-5800
E-MAIL: twhite@enviroengineeringinc.com FAX NO.: 505 234 1993
281-578-5875
ADDRESS: 205 Moore Drive
CITY: Carlsbad STATE: NM ZIP CODE: 88220
SIGNATURE: Timothy J. White DATE: 1/04/01

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Martyne J. Kieling
New Mexico Oil Conservation Division
2040 South Pacheco
Santa Fe, New Mexico 87505
Phone: 505-827-7153
Fax: 505-827-8177

New address effective January 12, 2001

Martyne J. Kieling
New Mexico Oil Conservation Division
1220 S. Saint Frances
Santa Fe, New Mexico 87505
Phone: 505-476-3440
Fax: 505-476-3462



Roy F. Weston, Inc.
6501 Americas Parkway, NE, Suite 800
Albuquerque, New Mexico 87110-1517
505-837-6520

FACSIMILE TRANSMITTAL
FAX • 505-837-6870

TO: Martyne J. Kieling

Recipient's Fax# 505-827-8177

Recipient's Telephone # 505-827-7152

FROM: Julie Steffes

Originator's Telephone # 505-837-6520

TOTAL PAGES: 2 (including cover sheet)

DATE: 1/5/01

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FIRM: Roy F. Weston, Inc.
REPRESENTED BY: Julie M. Steffes
TITLE: Proposal Administrator PHONE NO.: 505-831-6522
E-MAIL: steffesj@mail. FAX NO.: 505-837-6870
rfweston.com
ADDRESS: 6501 Americas Parkway NE Suite 800
CITY: Albuquerque STATE: NM ZIP CODE: 87110
SIGNATURE: Julie M Steffes DATE: 1/05/01

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Santa Fe, New Mexico 87505
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FIRM: Roy F. Weston, Inc.
REPRESENTED BY: Julie M. Steffes
TITLE: Proposal Administrator PHONE NO.: 505-837-6522
E-MAIL: steffesj@mail. FAX NO.: 505-837-6870
rfweston.com
ADDRESS: 6501 Americas Parkway NE Suite 800
CITY: Albuquerque STATE: NM ZIP CODE: 87110
SIGNATURE: Julie M Steffes DATE: 1/05/01

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☒ Firm does (circle one) intend to respond to this Request for Proposals.

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505-837-6520

FACSIMILE TRANSMITTAL
FAX * 505-837-6871

TO: Martine J. Kellner

Recipient's Fax# 505-827-8177

Recipient's Telephone # 505-827-7151

FROM: Julie Steffes

Originator's Telephone # 505-837-6521

TOTAL PAGES: 2 (Including cover sheet)

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Jan 05 01 09:13a

William C. Hamilton

Jan. 09 2001 12:38PM P1
915-350-8559 P.2

REQUESTS FOR PROPOSALS

GOODWIN TREATING PLANT

ACKNOWLEDGEMENT OF RECEIPT FORM

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FIRM: KLEINFELDER, INC.REPRESENTED BY: BERNARD BROCKISCHTITLE: DEPT. MANAGER PHONE NO.: 344-7373E-MAIL: BROCKISCH@KLEINFELDER.COM FAX NO.: 344-1711ADDRESS: 4905 HAWKINS NECITY: ALBUQUERQUE STATE: NM ZIP CODE: 87109SIGNATURE: Bernard Brockisch DATE: 1/6/00

This name and address will be used for all correspondence related to the Request for Proposal.

Firm does/does not (circle one) intend to respond to this Request for Proposals.

This address is valid until January 12, 2001

Martyn J. Kieling
New Mexico Oil Conservation Division
2040 South Pacheco
Santa Fe, New Mexico 87505
Phone: 505-827-7133
Fax: 505-827-8177

New address effective January 12, 2001

Martyn J. Kieling
New Mexico Oil Conservation Division
1220 S. Saint Frances
Santa Fe, New Mexico 87505
Phone: 505-476-3440
Fax: 505-476-3462

JAN-03-01 WED 02:03 PM

P. 22

REQUESTS FOR PROPOSALS

GOODWIN TREATING PLANT

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FIRM: A & P IncorporatedREPRESENTED BY: Norman A. McFallTITLE: President PHONE NO.: (505) 344-3556E-MAIL: Norman-a-p-inc.com FAX NO.: (505) 344-3557ADDRESS: 705 Rankin Rd. N.E.CITY: Albuquerque STATE: NM ZIP CODE: 87107-2403SIGNATURE: Norman A. McFall DATE: 1/10/01

This name and address will be used for all correspondence related to the Request for Proposal.

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Martynne J. Kieling
New Mexico Oil Conservation Division
2040 South Pacheco
Santa Fe, New Mexico 87505
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Fax: 505-827-8177

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New Mexico Oil Conservation Division
1220 S. Saint Frances
Santa Fe, New Mexico 87505
Phone: 505-476-3440
Fax: 505-476-3462

505-476-3177

505-476-3440

A & P Incorporated



705 Rankin Road, N.E. Albuquerque New Mexico 87107-2109
Telephone (505) 344-3556 Facsimile (505) 344-3557
Web Site www.A-P-Inc.com E-mail Norm@A-P-Inc.com

FACSIMILE CORRESPONDENCE

DATE: Wednesday January 10, 2001

TO:

NAME: Martyne J. Kieling

COMPANY: New Mexico Oil Conservation Division

FACSIMILE #: (505) 827-8177

TELEPHONE #: (505) 827-7153

FROM:

NAME: Mr. Norman A. McFall

President
A & P Incorporated

REMARKS:

NUMBER OF PAGES BEING TRANSMITTED (INCLUDING COVER SHEET): 2

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FIRM: EAGLE CONSTRUCTION AND ENVIRONMENTAL SERVICES, L.P.

REPRESENTED BY: Marc W. Walraven

TITLE: Vice President of the G.P. PHONE NO.: (254) 629-1718

E-MAIL: ecesi@eastland.com FAX NO.: (254) 629-8625

MARCW@ESEST.com PETER@ESEST.com

ADDRESS: P. O. Box 872

CITY: Eastland STATE: TX ZIP CODE: 76448

SIGNATURE:  DATE: 01/11/01

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Fax: 505-476-3462

**CONSTRUCTION****& ENVIRONMENTAL
SERVICES, L.P.****FACSIMILE TRANSMITTAL**

TO: Mr. Martine J. Kelling NO. OF PAGES (INCLUDING COVER SHEET) 2
 COMPANY: State of New Mexico
 FAX NUMBER: 505/476-3471 PHONE NUMBER: 505/476-3471
 FROM: Mrs. Walgren DATE: 1/1/01

WEST TEXAS

☒ 9701 I-20 East
 P. O. Box 872
 Eastland, TX 76448
 Phone: (254) 629-1718
 Fax: (254) 629-8325

NORTH TEXAS

☐ 9204 Highway 287 N.W.
 P. O. Box 161704
 Fort Worth, TX 76131
 Phone: (817) 847-1333
 Fax: (817) 306-8086

SOUTH TEXAS

☐ 9747 Cobb Street
 San Antonio, TX 78217
 Phone: (210) 946-2258
 Fax: (210) 946-9740

GULF COAST

☐ 1700 North F Street
 La Porte, TX 77571
 Phone: (281) 867-9131
 Fax: (281) 867-9150

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☐ 10049 Industriplex
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 Gonzales, Louisiana 70707
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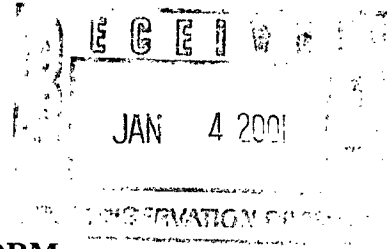
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- LEAD ABATEMENT

COMMENTS, INSTRUCTIONS: _____

REQUESTS FOR PROPOSALS

GOODWIN TREATING PLANT

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FIRM: Controlled Recovery, Inc.

REPRESENTED BY: Ken Marsh

TITLE: President PHONE NO.: (505) 393-1079

E-MAIL: crihobbs@leaco.net FAX NO.: (505) 393-3615

ADDRESS: P.O. Box 388

CITY: Hobbs STATE: NM ZIP CODE: 88241

SIGNATURE: *K Marsh* DATE: 12-28-00

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FIRM: BBC International, Inc.

REPRESENTED BY: Ken Swinney

TITLE: Environmental Specialist PHONE NO.: (505)397-6388

kswinney@bbcinternational.com
E-MAIL: _____ FAX NO.: (505)397-0397

ADDRESS: 1324 W. Marland

CITY: Hobbs STATE: NM ZIP CODE: 88240

SIGNATURE: Ken Swinney DATE: 12-29-00

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FIRM: SUSTAINABLE ENVIRONMENTAL SOLUTIONS

REPRESENTED BY: THEODORE HARTSIG

TITLE: Senior Scientist PHONE NO.: 913-307-0046 ex 14

E-MAIL: thartsig@ses-corp.com FAX NO.: 913-307-0059

ADDRESS: P.O. Box 1880

CITY: Mesilla Park STATE: NM ZIP CODE: 88047

SIGNATURE: Theodore A. Hartsig DATE: January 10, 2001

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New Mexico Oil Conservation Division
1220 S. Saint Frances
Santa Fe, New Mexico 87505
Phone: 505-476-3440 3488
Fax: 505-476-3462



Sustainable Environmental Solutions, Inc.

8208 Melrose Drive, Suite 105
Lenexa, Kansas 66215
(913) 307-0046
(913) 307-0059 (fax)

FAX COVER SHEET

TO: MARTYNE J. KIELING FROM: Ted Hartsig

Organization: State of New Mexico – Oil Conservation Division

FAX Number: 505-476-3462

Number of Sheets (including cover page): 2

Notes:

***** PLEASE DELIVER IMMEDIATELY *****

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FIRM: Vision Technology Inc.
REPRESENTED BY: Benea Parish
TITLE: President PHONE NO.: (505) 391-0229
E-MAIL: visiontechnology@earthlink.net FAX NO.: (505)
ADDRESS: 1943 N. Grimes Suite B
CITY: Hobbs STATE: NM ZIP CODE: 88240
SIGNATURE: Benea Parish DATE: 1-13-01

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Santa Fe, New Mexico 87505
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Fax: 505-476-3462



VISI-TECHNOLOGY, INC
1943 N. Grimes, Suite B
Hobbs, New Mexico 88240
Phone (505) 391-0229
Fax (505) 393-7479

January 13, 2001

Dear Martyne Kieleing;
New Mexico Oil Conservation Division

Thank you for the opportunity to submit this bid and extending the deadline for the acknowledgement of receipt form.

I am faxing you this copy of it and the original will be over-nighted to you on the 16th of January, after the holiday.

Thank you once again.

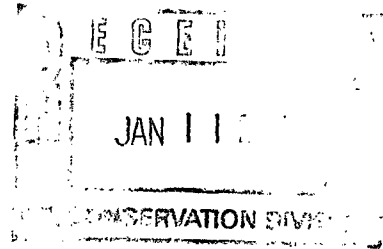
Sincerely,

A handwritten signature in cursive script that reads 'Renea Parish'.

Renea Parish
President

REQUESTS FOR PROPOSALS

GOODWIN TREATING PLANT



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FIRM: Highlander Environmental Corp.

REPRESENTED BY: Tim Reed

TITLE: Vice President PHONE NO.: (915) 682-4559

E-MAIL: treed@hec-enviro.com FAX NO.: (915) 682-3946

ADDRESS: 1910 N. Big Spring St.

CITY: Midland STATE: TX ZIP CODE: 79705

SIGNATURE: Tim Reed DATE: 1/02/01

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FIRM: Daniel B. Stephens & Associates, Inc.

REPRESENTED BY: Sharon Devine

TITLE: Marketing PHONE NO.: 505-822-9400

E-MAIL: sdevine@dbstephens.com FAX NO.: 505-822-8877

ADDRESS: 16020 Academy NE, Suite 100

CITY: Albuquerque STATE: NM ZIP CODE: 87109

SIGNATURE: Sharon Devine DATE: 1-19-01

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Daniel B. Stephens & Associates, Inc.
6020 Academy Road NE, Suite 100
Albuquerque, NM 87109
(505) 822-9400
FAX: (505) 822-8877

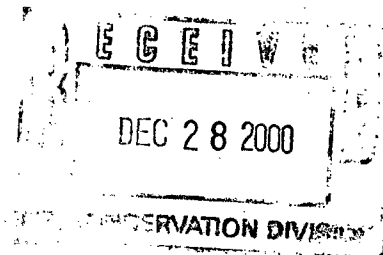
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FIRM: ENVIROTECH INC.

REPRESENTED BY: HARLAN M. BROWN

TITLE: GEOLOGIST / Hydrogeologist PHONE NO.: 505 632 0615

E-MAIL: hbrown@Envirotech-inc.com FAX NO.: 505-632-1865

ADDRESS: 5796 US HWY 64

CITY: FARMINGTON STATE: NM ZIP CODE: 87401

SIGNATURE: Harlan M. Brown DATE: 12.27.00

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FIRM: PSCREPRESENTED BY: Martin Neecell
320-9675TITLE: Operations Manager PHONE NO.: 505-326-2262E-MAIL: Neem@philipinc.com FAX NO.: 505-326-2388ADDRESS: 4000 Monroe RoadCITY: Farmington, NM STATE: NM ZIP CODE: 87401SIGNATURE: [Signature] Martin, NEE DATE: 1/2/01

This name and address will be used for all correspondence related to the Request for Proposal.

Firm ☒ does ☐ does not (circle one) intend to respond to this Request for Proposals.

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New Mexico Oil Conservation Division
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Santa Fe, New Mexico 87505
Phone: 505-476-3440
Fax: 505-476-3462

M NEE @ Philipinc. Com
M NEE @ Contact PSC. Com



Facsimile Cover Sheet

4000 Monroe Road
Farmington, NM 87401

To: Martyne Kieling	Date: 1/2/01	Fax No: 505-827-8177
Company: NMOCD		Total Pages (incl. cover): 2
From: Don Fernald dfernal@philipinc.com	Tel No: 505-326-2262	Fax: No: 505-326-2388
Urgent <input type="checkbox"/>	Reply ASAP <input type="checkbox"/>	For your review <input type="checkbox"/>

If you do not receive all pages, please call our office.

Dear Ms. Kieling,

PSC is planning to submit a proposal for the Goodwin Treating Plant project in Lea County, NM. Attached please see our acknowledgement or receipt form. PSC will attend the site walk on January 4, 2001. What time is the site walk and where do we meet?

Please contact me at your earliest convenience at 505-326-2262.

Sincerely,

Don Fernald

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FIRM: ENVIRONMENTAL RESOURCES MANAGEMENT

REPRESENTED BY: Gary D. Henderson

TITLE: Branch Manager PHONE NO.: (505) 243-2330

E-MAIL: ghenderson@ermm.com FAX NO.: (505) 243-1144

ADDRESS: 2201 Bureau Vista Dr. SE #305

CITY: Albuquerque STATE: NM ZIP CODE: 87106

SIGNATURE: Gary D. Henderson DATE: 01/03/01

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☒ Firm does ☐ does not (circle one) intend to respond to this Request for Proposals.

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Santa Fe, New Mexico 87505
Phone: 505-476-3440
Fax: 505-476-3462

FACSIMILE COVER PAGE

To: **Martyne Kieling**
Company: **NM Oil Conservation Division**
Fax Number: **505-827-8177**
From: **Gary Henderson** *gdlh*
Project Number: **50.4**
Date: **January 5, 2001**
Number of Pages: **2 (including cover)**
To be Mailed: **No**

ERM-Rocky
Mountain, Inc.
2201 Buena Vista SE
Suite 305
Albuquerque,
New Mexico 87106
(505) 243-3330
(505) 243-1144 (fax)



ER

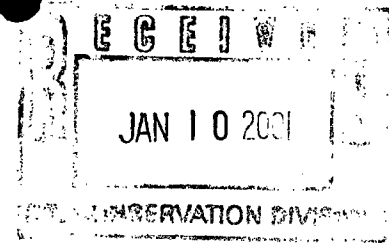
Martyne, thanks for sending the information on the Goodwin Treating Plant. Please find attached the "Acknowledgement of Receipt Form" as required. ERM will be submitting a bid for this project. Can we get a copy of the Phase 1 and drawings for the site that were mentioned in the RFP?

Hope your trip to the site went well. Also good luck on the upcoming move. Never a good thing in my expericnce!

Gary Henderson

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If you have any difficulty with this transmission, please call (505) 243-3330.



January 3, 2001

NO BID

Martyne J. Kieling
New Mexico Oil Conservation Division
2040 South Pacheco
Santa Fe, NM 87505

RE: Bid Number: 10-521-07-04844

SUBJECT: No Bid

Thank you for the opportunity to present a quotation on the above referenced Request for Quotation. Upon review, we have established that the instruments/services requested precludes us from fulfilling your requirements at this time. Please continue to send us future invitations of this nature.

We thank you for your continued interest in Canberra quality products and services. If you require nuclear instrumentation in the future, please do not hesitate to contact us.

NO BID

Sincerely,

Jim Pearsall

Manager, Worldwide Sales Support

JP/kw
Enclosure



STATE OF NEW MEXICO
GENERAL SERVICES DEPARTMENT
PURCHASING DIVISION

GSD/PD 002-J (Rev. 4/94)

PROPOSER

5316661 800-243-3955
CANBERRA INDUSTRIES
800 RESEARCH PARKWAY

MERIDEN CT 06450-0000

REQUEST FOR PROPOSAL

PROPOSAL NUMBER: 10-521-07-04844

Procurement Specialist: GENE MEDINA *GM*

REQUEST FOR PROPOSALS FOR THE FOLLOWING

*INVESTIGATION, CLEAN-UP & REMEDIATION -
GOODWIN TREATING PLANT
LEA COUNTY*

The State of New Mexico ENERGY, MINERALS & NATURAL RESOURCES DEPT OIL CONSERVATION DIVISION
is soliciting request for Proposals as described herein.

Complete proposal documents are ☐ [included] ☒ [not included] in this mailing.

If complete proposal documents are not included in this mailing, interested firms may obtain all necessary documents and any additional information, if required by contacting:

MARTYNE J KIELING,
NM OIL CONSERVATION DIV

TELEPHONE NO.: (505) 827-7153 CURRENT THRU 01-12-01
(505) 476-3440 - AFTER 01-12-01

PROPOSAL DEADLINE: JANUARY 31, 2001 NO LATER THAN 5:00PM MST

SUBMIT PROPOSAL TO THE FOLLOWING ADDRESS

PRIOR TO JANUARY 12, 2001:

MARTYNE J KIELING
NEW MEXICO OIL CONSERVATION DIVISION
2040 SOUTH PACHECO
SANTA FE NEW MEXICO 87505

AFTER JANUARY 12, 2001:

MARTYNE J KIELING
NEW MEXICO OIL CONSERVATION DIVISION
1220 S. ST FRANCIS DRIVE
SANTA FE NEW MEXICO 87505

IMPORTANT - PROPOSALS MUST BE SUBMITTED IN A SEALED ENVELOPE WITH THE PROPOSAL NUMBER AND DEADLINE DATE CLEARLY INDICATED ON THE BOTTOM LEFT HAND SIDE OF THE FRONT OF THE ENVELOPE.

NOTE: SUBMITTED PROPOSALS SHALL NOT BE PUBLICLY OPENED.

The contents of any proposal shall not be disclosed during any negotiations that may occur.

All proposals shall be valid until contract is awarded.

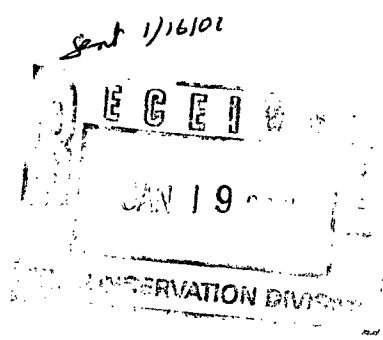
Proposals will be made public after award has been announced.

THIS MAILING CONTAINS _____ SHEETS.

ML

REQUESTS FOR PROPOSALS
GOODWIN TREATING PLANT

ACKNOWLEDGEMENT OF RECEIPT FORM



In acknowledgement of receipt of this Request for Proposal the undersigned agrees that he/she has received a complete copy, beginning with the title page and table of contents, and ending with appendix.

The acknowledgement of receipt should be signed and returned to the Procurement Manager no later than close of business on January 10, 2001. Only potential offerors who elect to return this form completed with the indicated intention of submitting a proposal will receive copies of all offeror written questions and the Agency's written responses to those questions as well as RFP amendments, if any are issued.

FIRM: ON SITE Technologies, Ltd.
REPRESENTED BY: Kenneth Sinks
TITLE: Sr. Project Manager PHONE NO.: 505-325-8786
E-MAIL: Ksinks@onsiteltd.com FAX NO.: 505-327-1496
ADDRESS: P.O. Box 260E, 612 E. Murray
CITY: FARMINGTON STATE: NM ZIP CODE: 87499
SIGNATURE: Kenneth Sinks DATE: 1/16/01

This name and address will be used for all correspondence related to the Request for Proposal.

Firm does / does not (circle one) intend to respond to this Request for Proposals.

This address is valid until January 12, 2001

Martyne J. Kieling
New Mexico Oil Conservation Division
2040 South Pacheco
Santa Fe, New Mexico 87505
Phone: 505-827-7153
Fax: 505-827-8177

New address effective January 12, 2001

Martyne J. Kieling
New Mexico Oil Conservation Division
1220 S. Saint Frances
Santa Fe, New Mexico 87505
Phone: 505-476-3440
Fax: 505-476-3462

REQUESTS FOR PROPOSALS

GOODWIN TREATING PLANT

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FIRM: Whole Earth Environmental

REPRESENTED BY: Elliott Werner

TITLE: _____ PHONE NO.: (800) 854-4358

E-MAIL: _____ FAX NO.: (281) 646-8996

ADDRESS: 19606 San Gabriel

CITY: Houston STATE: TX ZIP CODE: 77084

SIGNATURE: Elliott Werner DATE: 1-4-01

This name and address will be used for all correspondence related to the Request for Proposal.

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2040 South Pacheco
Santa Fe, New Mexico 87505
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JAN-03-01 WED 12:27 PM

REQUESTS FOR PROPOSALS

GOODWIN TREATING PLANT

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FIRM: Advanced Environmental Solutions, Inc.REPRESENTED BY: Robert ChavezTITLE: President PHONE NO.: 505/565-4460E-MAIL: AESolutions FAX NO.: 505/565-4461ADDRESS: 22 A El Cerro RoadCITY: Los Lunas STATE: N.M. ZIP CODE: 87031SIGNATURE: [Signature] DATE: 1/3/01

This name and address will be used for all correspondence related to the Request for Proposal.

Firm does (circle one) intend to respond to this Request for Proposals.

This address is valid until January 12, 2001

Martyne J. Kielling
New Mexico Oil Conservation Division
2040 South Pacheco
Santa Fe, New Mexico 87505
Phone: 505-827-7153
Fax: 505-827-8177

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New Mexico Oil Conservation Division
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Santa Fe, New Mexico 87505
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REQUESTS FOR PROPOSALS

GOODWIN TREATING PLANT

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FIRM: E. T. G. I.

REPRESENTED BY: Beth Aldrich

TITLE: Sr Project Mgr / Geologist PHONE NO.: (505) 397-4882

E-MAIL: baldrich@etgi.cc FAX NO.: (505) 397-4701

ADDRESS: 2540 W. Marland Blvd.

CITY: Hobbs STATE: NM ZIP CODE: 88240

SIGNATURE: Beth Aldrich DATE: 1/15/01

This name and address will be used for all correspondence related to the Request for Proposal.

Firm does / does not (circle one) intend to respond to this Request for Proposals.

This address is valid until January 12, 2001

Martyne J. Kieling
New Mexico Oil Conservation Division
2040 South Pacheco
Santa Fe, New Mexico 87505
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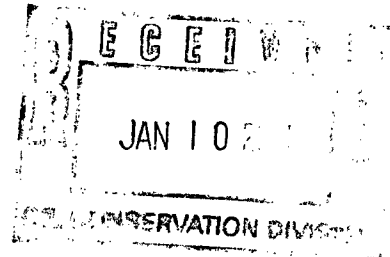
OIL RECOVERY INTERNATIONAL

RICK GEBHARDT

79 LAKEVIEW DRIVE
SLIDELL, LOUISIANA 70458
TELEPHONE / FAX: (504) 645-8908
MOBILE: (504) 541-2586
EMAIL: rgebhard@bellsouth.net

KEE CHANG

559 NINTH AVENUE
SAN FRANCISCO, CALIFORNIA 94118
TELEPHONE: (415) 752-5479
FACSIMILE: (415) 379-9226
EMAIL: kchanginsf@yahoo.com




Martyne J. Kieling
New Mexico Oil Conservation Division
2040 South Pacheco
Santa Fe, New Mexico 87505

Dear Ms Kieling,

First please forgive me for not being able to make the trip to Hobbs on the 4th. I didn't receive the bid package until the day after Christmas and my efforts to contact my environmental associates in time to make the trip came up a little short. However I am enclosing a broucher on one of the companies I am associated with for jobs of this nature. They would be the principle contractors should we be fortunate enough to win the bid. If you could still send the pictures of the site and an exact location we will visit the site and have our bid completed in a timely fashion.

Mr. Bruce Hoffman will be contacting you next week to introduce himself and his company.

Thanking you in advance for your kind considerations,


Rick Gebhardt

BRUCE F. HOFFMAN, LLC

303 MADIE LANE
SLIDELL, LA 70460
504-690-6678

hoffmanbf@aol.com



ENVIRONMENTAL CONTRACTOR

BRUCE F. HOFFMAN, LLC

OVERVIEW

Bruce F. Hoffman, LLC (BFH) was formed, filed and recorded on November 2, 1999 in the State of Louisiana. BFH is certified by the Louisiana State Board of Contractors to perform Hazardous Materials Site Remediation and other environmental contractual services. BFH holds license number 36139. BFH is insured for \$2,000,000 and has Pollution and Professional Liability coverage.

BFH is owned and operated by Bruce F. Hoffman. Bruce received his Master's of Science Degree in Geology from the University of Mississippi in 1978. His Bachelor's Degree in Earth Sciences from Nicholls State University was earned in 1974. He was in the oil industry until the early eighties when he went back into the environmental industry. BFH has worked on 4 Superfund sites and has managed over 300 environmental tasks.

BFH is now set up to handle any environmental task imagined. This is how the organization works:

Routine jobs: BFH owns equipment and has trained personnel to handle tasks such as tank cleaning, hydro blasting, vacuum services, ditch/drain cleanouts, waste disposal, transportation, and soil remediation (bioremediation, solidification & scoop and haul). Other routine tasks are within the immediate scope of BFH's services.

Complex tasks: BFH is teamed with some of the best environmental service and engineering firms in the country. BFH has agreements whereas the other companies will discount services, equipment and personnel to BFH to design, coordinate and perform the more complex issues in the environmental service industry. These tasks include, but are not limited to: soil stabilization, chemical fixation, dewatering, odor control, asbestos & lead abatement, and emergency response and groundwater treatment.

Major projects: BFH has agreements to combine numerous services to handle major projects that include construction of incinerators, sludge dewatering units, bird and rodent control systems, landfill maintenance, refinery services, and other projects that require multi-talented professional groups. Generally financing can be arranged for these projects through various in-house sources.

BFH developed this organization through honest working relationships. BFH treats his clients and associates like he likes to be treated. BFH can promise you that you will get the best service for your money and if there is ever a problem, it will be handled immediately to YOUR satisfaction.

Bruce F. Hoffman, LLC

A Louisiana Company

Filed & Recorded 11/02/99

Bruce F. Hoffman, Principal

Mailing Address

303 Madie Lane

Slidell, LA 70460

Office Address

201 Athene St.

Slidell, LA 70460

Phone/Fax 504-690-6678

Louisiana State Contractors License Number 36139

Specialty: Hazardous Materials Site Remediation

Federal Tax ID Number 72-1458611

Insurance Agent:

John W. Fisk Company

4833 Conti St.

New Orleans, LA 70119

504-486-5411

Limits of Insurance:

Each Occurrence \$1,000,000

General Aggregate \$2,000,000

Professional Liability \$1,000,000

Banks

Hibernia National Bank

550 Pontchartrain Dr.

Slidell, LA 70458

504-643-0192

Ann Heine, Mgr.

Central Progressive Bank

2130 Gause Blvd. West

Slidell, LA 70460

504-649-3535

Connie Marcotte, Mgr.

Credit References

Del Corporation

P.O. Box 61460

Lafayette, LA 70596

337-237-8400

Acct. Mgr. Duke

Fabricated Filters, Inc.

5630 Powell St.

Harahan, LA 70813

504-733-3235

Acct. Mgr. Tracy

Koester Environmental

14649 Hgwy 41 No.

Evansville, IN 47725

800-880-6635

Brian Gower

Prime Equipment

11580 Chef Menteur Hgwy

New Orleans, La 70128

504-244-7700

Tammy

EXAMPLES OF VARIOUS PROJECTS COMPLETED BY BRUCE HOFFMAN

ASBESTOS ABATEMENT

MADISONVILLE SUPERFUND	12 WEEKS
ALEXANDRIA DAY CARE CENTER	4 WEEKS
MARRERO APARTMENTS	9 WEEKS
HATTIESBURG HUD HOUSING	52 WEEKS
BILOXI HUD HOUSING	12 WEEKS
SLIDELL SUPERFUND	20 WEEKS

ASBESTOS SURVEYS

METAIRIE BUSINESS	8000 SQ FT
SLIDELL SHELTER HOUSE	1500 SQ FT
HARVEY PLANT	50000 SQ FT
MANDEVILLE HOSPITAL	1200 SQ FT
PICAYUNE CHURCH	5000 SQ FT

SOIL REMEDIATION

STABILIZATION OF CHROMIUM SOIL	100,000 SQ YDS
BIOREMEDIATION OF HIGH TPH RR BED	1,500 SQ YDS
BIOREMEDIATION OF 125000PPM DIESEL	10,000 SQ YDS
BIOREMEDIATION OF GREASE TRAP WASTE	850,000 GALLONS
BIOREMEDIATION OF HYDROCARBONS	3,000 SQ YDS
EXCAVATION AND DISPOSAL	
SLIDELL SUPERFUND	122,500 SQ YDS
ARMY CORPS NEW ORLEANS	15,000 SQ YDS
STENNIS SPACE CENTER	400,000 SQ YDS

WASTE MANAGEMENT

CONSOLIDATE, LABEL, MANIFEST, TRANSPORT, DISPOSE
VARIOUS HAZARDOUS SUBSTANCES

AMITE	240 DRUMS
PORT FOUCHON	650 DRUMS
IBERVILLE	820 DRUMS
LAFAYETTE (RADIOACTIVE)	120 DRUMS
CROWLEY	550 DRUMS
MARRERO	4,250 DRUMS

POND CLOSURES – DEWATERING, BIOREMEDIATION & EXCAVATION

BELLE CHASSE
LAFITTE
LAFAYETTE
ST. JOHN
EAST BATON ROUGE

BRUCE F. HOFFMAN, LLC

PERSONNEL - EQUIPMENT LIST

Personnel

Job Supervisors
Engineers
Geologist
Chemist
Roustabout Pushers
Roustabouts
Equipment Operators
Mechanics
Welders
Carpenters
NORM/Hazwoper Technicians
Radiation Safety Officer
Certified Industrial Hygienists

Heavy Equipment

Track Hoes
Rubber Tire Backhoes
Dozers
Cranes
Draglines
Forklifts/Loaders
Motor Graders
Dirt Scrapers
Trucks w/Floats
Trucks w/Lowboys
24 Yd Dump Trucks
65 BBL Pump Trucks
130 BBL Vacuum Trucks
Farm Tractors w/Attachments
Tri-plex Annular Disposal Pumps
Centrifugal Pumps
Timber Jack Skidders
Hay Blowers

Miscellaneous Equipment

Air Compressors
Air Hammers
Chain Saws
Generators
Pipe Trailers
Utility Trailers
High Pressure washers
Air Monitoring Services
55 Gallon DOT Drums
NORM Equipment and Trailer
Impact Wrenches and Sockets
Electric Drills
Portable Lab Equipment
Onsite Office Trailers

BRUCE HOFFMAN

303 Madie Lane
Slidell, LA 70460
(504) 646-1799

RESUME OF QUALIFICATIONS

EDUCATION

- 1978 **M.S. GEOLOGY: UNIVERSITY OF MISSISSIPPI, OXFORD, MISSISSIPPI**
- 1974 **B.S. EARTH SCIENCE: NICHOLLS STATE UNIVERSITY, THIBODAUX, LOUISIANA**
- 1966 **DIPLOMA WITH HONORS: Mary Immaculate High School, Key West, Florida**

CONTINUING EDUCATION

Sandstone reservoir analysis; carbonate reservoir analysis; electric log analysis; computer mapping given by Amoco Production company, Tulsa, Oklahoma. Economic development of productive reservoirs, IDS, Houston, Texas. Cement bond logs, porosity log interpretation, dip-meters, productive zones in sandstones, Schlumberger, New Orleans, Louisiana.

CERTIFICATION

Certified Geologist #3710
American Association of Petroleum Geologists

GEOLOGY

- Co-mapped Eugene Island OCS Block 245, which discovered oil, reserves that flowed over 1200 BOPD;
- Evaluated and mapped 4 Offshore Blocks which were subsequently bid upon and purchased by Amoco Production Company;
- Coordinated 8 geologists, 8 geophysicists, 4 engineers, economist, printing and presentation schedules for Offshore Lease sale, Spring, 1978, Amoco Production;
- Performed log analysis on Red Fork Well in Weatherford, Oklahoma, that was scheduled to be abandoned. Recommended perforation of additional zone and found to be productive horizon which saved the well and opened additional drilling opportunities in the field.
- Interpretation of remote sensing data to locate oil fields.

ECOLOGY

- Organizer, public speaker, and fund-raiser: the Ecology Center of LA;
- Organizing and coordinating community recycling projects and centers;
- Contributed articles and informational sessions on environmental issues to local newspapers and radio talk shows;
- Compiled National Directory of Solar and Wind-Powered Energy sources;
- Organized environmental awareness activities, i.e. "Earth Day" events;
- Spectrophotometry of point sources of pollutants.

OCCUPATIONAL HEALTH & SAFETY

- Employment work site inspections for safety/hazard problem areas
- Developing and enacting emergency safety procedures & drills
- Ensuring compliance with local, state and other health guidelines
- Prevention of industrial injuries such as chemical spill, fire hazard, toxics

ADMINISTRATION

- Supervised field, geologic, engineering and office personnel for small petroleum Company (12 employees);
- Coordinated all business and environmental operations for a waste water treatment company (9 employees);
- Directed research on waste water treatment
- Presented and prepared geologic, engineering and economic data for loan requests, which represented over \$15MM in loans received.

PUBLICATIONS

- Deep Water Reserve Potential off the Gulf of Mexico Shelf, August, 1979, Amoco Production Company;
- Deep Water Salt Structures correlated to productive horizons in the Gulf of Mexico, January, 1979, Amoco Production Company;
- Rainwater Runoff Analysis in Jefferson County, Mississippi, June, 1977, University of Mississippi;
- Lake Sardis Point Source Pollution, Indicators through Atomic Absorption Spectrophotometry, September, 1977, University of Mississippi,
- Computer programming for Water Resistivity (RW) Analysis in E-Log interpretations, May, 1976, Federal Power Commission;
- Sandstone Reservoir Trends in Southwest Oklahoma, April, 1982, Langham Petroleum;
- Alternative Energy Resources, August 1974, Federal Power Commission.

PRESENTATIONS

- "Non-Hazardous Waste Water Treatment through Bioremediation," Louisiana Water Pollution Society, September 1981, Baton Rouge, LA;
- "Trace Element Analysis of Fort Payne Chert in Northeastern Mississippi to determine point sources of Iuka Indian Artifacts," Gulf Coast Association of Geological Society, April 1978, Chattanooga, TN.

HONORS

Geologist of the Year, University of Mississippi, 1977;
Scholarship for Math Achievement, Florida Keys Junior College, 1966.

PROFESSIONAL EXPERIENCE

8/92-PRESENT

CONSULTING GEOLOGIST/ENVIRONMENTAL SCIENTIST, SLIDELL, LA

Geological consulting for client corporations and individuals seeking acquisition of producing oil and gas properties. Services include gathering material on production histories, land leases, and geological information; performing log analyses, re-mapping producing oil and gas fields, conducting reservoir analyses, and projecting future economic reserves. Environmental Science consulting for client corporations and individuals seeking waste reduction. Services include designing solid and liquid waste reduction systems that employ chemical, mechanical and biological processes.

2/92-7/92

CONSULTING OPERATIONS MANAGER, REMEDIATION SERVICES OF LA, METAIRIE, LA

In charge of all phases of the operations of the wastewater treatment facility in Baton Rouge, including, but not limited to, procurement of all materials, supervision of design and construction of aeration and circulation systems, management of personnel and marketing of services provided.

9/90-1/92

CONSULTING EARTH SCIENTIST, BAYOU REMEDIATION INC., BATON ROUGE, LA

Start-up business treating non-hazardous liquid waste products with bioremediation. Investigated market, researched treatment schemes, designed models, conducted bench test for treatability of products, located site, applied for and received **discharge permit**, supervised construction, marketing services, supervised personnel.

6/89-6/90	<p>CONSULTING EARTH SCIENTIST, CHAMPION ENVIRONMENTAL SERVICES, GRETN, LA. Bioremediation services; investigated areas concerning environmental problems; assessed situations, determined methods of Remediation; participated in writing specifications for individual jobs, including pricing, and timing of completion.</p>
4/83-6/89	<p>CONSULTING GEOLOGIST, RESOURCE DEVELOPMENT, INC., SLIDELL, LA. Operated three oil and gas fields in South Louisiana. Engaged in the acquisition of oil and gas properties. Provided consultation to banks, independent oil companies, and private investors in oil and gas-related matters. Evaluated, sold, acquired and arranged financing for over \$20 million worth of oil and gas properties.</p>
1/82-4/83	<p>REGIONAL GEOLOGIST, KAISER ENERGY, INC., NEW ORLEANS, LA. Managed, evaluated and operated 23 fields in the Gulf Coast Region; evaluated drilling proposals; supervised New Orleans regional staff.</p>
3/81-1/82	<p>DEVELOPMENT GEOLOGIST, LANGHAM EXPLORATION, METAIRIE, LA. Developed producing properties in the mid-continent, Gulf Coast and Rocky Mountain Regimes for additional drilling prospects; evaluated producing properties for recompletions and reserve estimates and evaluated logs on drilling wells.</p>
8/78-3/81	<p>GEOLOGIST, AMOCO PRODUCING COMPANY, NEW ORLEANS, LA. Gulf Coast log analyst; Offshore Gulf of Mexico evaluation of properties for bid in Offshore Lease Sale; developed producing properties for additional drilling and development potential.</p>
8/76-8/78	<p>RESEARCH ASSISTANT, UNIVERSITY OF MISSISSIPPI, OXFORD, MISSISSIPPI Performed research and development tasks for projects in groundwater run-off analysis & lake bottom trace element analysis; supervised four graduate students.</p>
8/74-8/76	<p>GEOLOGIST, FEDERAL POWER COMMISSION, WASHINGTON, D.C. Evaluated reservoir characteristics to determine remaining recoverable gas reserves in the Gulf Coastal States; co-authored General Geology and Producing Strata of Louisiana and Texas; created computer programs to aid in the evaluation of remaining recoverable reserves on a volumetric and decline basis.</p>
AFFILIATIONS	<p>Member, American Association of Petroleum Geologists Member, Society of Professional Well Loggers</p>
ORGINIZATIONS	<p>Board of Directors, Slidell Youth Soccer Club President, The Woods' Homeowners Association</p>
MILITARY	<p>United States Navy, 1968-1971 Honorable Discharge, Vietnam Veteran</p>
REFERENCES	<p>Available following interview.</p>



State Licensing Board for Contractors

This is to Certify that: **HOFFMAN, BRUCE F. LLC**

303 Maple Lane
Slidell LA 70460

is duly licensed and entitled to practice the following classifications

SPECIALTY: HAZARDOUS MATERIALS SITE REMEDIATION



until December 31, 2001, when this Certificate expires.
Witness our hand and seal of the Board dated,
Baton Rouge, La. 1st day of JANUARY 2001.

Charles H. McCreary
DIRECTOR

Bob J. Adley
CHAIRMAN

No. 36139

This License Is Not Transferable

Donald H. Stouffer
SECRETARY/TREASURER



State Licensing Board for Contractors

This is to Certify that:

HOFFMAN, BRUCE F. LLC
303 Madie Lane
Slidell LA 70460

is duly licensed and entitled to practice the following classifications

SPECIALTY: HAZARDOUS MATERIALS SITE REMEDIATION



until December 31, 2000, when this Certificate expires.
Witness our hand and seal of the Board dated,
Baton Rouge, La. 1ST day of JANUARY 2000.

Charles H. McCarroll
DIRECTOR

Charles H. McCarroll
CHAIRMAN

No. 36139

This License is Not Transferable *See Above*
SECRETARY TREASURER

UNITED STATES OF AMERICA
State of Louisiana

Jox McKeithen
SECRETARY OF STATE

As Secretary of State, of the State of Louisiana, I do hereby Certify that

a copy of the Articles of Organization and Initial Report of

BRUCE F. HOFFMAN, LLC

Domiciled at SLIDELL, LOUISIANA,

Was filed and recorded in this Office on November 02, 1999,

And all fees having been paid as required by law, the
limited liability company is authorized to transact business
in this State, subject to the restrictions imposed by law,
including the provisions of R.S. Title 12, Chapter 22.

*In testimony whereof, I have hereunto set
my hand and caused the Seal of my Office
to be affixed at the City of Baton Rouge on,*

November 2, 1999

Jox McKeithen

KGU 34856210K

Secretary of State



PROFESSIONAL LIABILITY COVERAGE PART

EDEC 147 5/00 Professional Liability Declarations Page
 EEO 00 512 10/00 Professional Liability Coverage Form - Claims Made Form
 with retroactive date of 11-24-99
 EEO 04 505 5/00 Defense Outside of Limits Endorsement

MANDATORY ENDORSEMENTS (APPLICABLE TO ALL COVERAGE PARTS)

EDEC 145 5/00 Common Policy Declarations
 EIL 00 511 5/00 Minimum Earned Premium and Composite Rate Endorsement
 EIL 00 503 6/00 Common Policy Conditions / Service of Suit Clause
 EIL 00 507 6/00 Policy Aggregate Limit Provision
 IL 00 21 4/98 Nuclear Energy Liability Exclusion
 ECG 20 503 5/00 Additional Insured / Blanket Basis (for CPL & E&O Coverage Parts)
 ECG 24 504 5/00 Waiver of Subrogation / Blanket Basis (for CPL Coverage Part)
 EIL 00 508 5/00 Exclusion-Year 2000 Computer-Related & Other Electronic Problems
 Endorsement A Subcontractors / Independent Contractors Amendatory Endt

LIMITS OF INSURANCE

Note: Defense costs are outside the limits for CGL only. For all other coverage parts a separate and like limit for defense costs is usually available.

Commercial General Liability Coverage Part

General Aggregate Limit: \$2,000,000
 Products/Completed Operations Aggregate Limit: \$2,000,000
 Personal Injury and Advertising Injury: \$1,000,000 Any one person or organization
 Each Occurrence Limit: \$1,000,000
 Damages to Premises Rented By You Limit: \$ 50,000 Any one premises
 Medical Expense Limit: \$ 5,000 Any one person

Contractors Pollution Liability Coverage Part

Aggregate Limit: \$2,000,000
 Each Pollution Condition Limit: \$1,000,000

Professional Liability Coverage Part

Aggregate Limit: \$2,000,000
 Each Claim Limit: \$1,000,000

Policy Aggregate Limit \$2,000,000

COMMERCIAL GENERAL LIABILITY (CGL) COVERAGE PART

EDEC 146 5/00 CGL Declarations Page
 CG 00 01 7/98 Commercial General Liability Coverage Form - Occurrence Form
 CG 03 00 1/96 Deductible Endorsement
 CG 21 47 7/98 Employment Related Practices Exclusion
 CG 22 33 7/98 Exclusion - Testing & Consulting Errors and Omissions
 CG 21 49 9/99 Total Pollution Exclusion Endorsement
 ECG 21 501 5/00 Known, Continuous or Progressive Injury or Damage Exclusion
 CG 20 10 3/97 Additional Insured / Blanket Basis
 CG 24 04 10/93 Waiver of Subrogation / Blanket Basis
 ECG 04 528 5/00 Non Owned & Hired Auto Coverage Endorsement

CONTRACTORS POLLUTION LIABILITY (CPL) COVERAGE PART

EDEC 144 5/00 Contractors Pollution Liability Declarations Page
 ECG 00 515 8/00 Contractors Pollution Liability Coverage Form - Occurrence Form
 ECG 21 528 10 00 Exclusion - Prior Operations
 ECG 04 534 5/00 Defense Outside of Limits Endorsement

Deductibles(s)

CGL - \$1,000 Per Occurrence

Note: The CGL deductible applies only to damages

CPL - \$1,000 Per Pollution Condition

E&O - \$1,000 Per Incident

Note: These deductibles apply to both defense and damages



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STATE OF NEW MEXICO

ENERGY, MINERALS AND NATURAL RESOURCES DEPARTMENT

MARCH 21ST, 1996

Examiner Hearing

CASE NO. 11,457

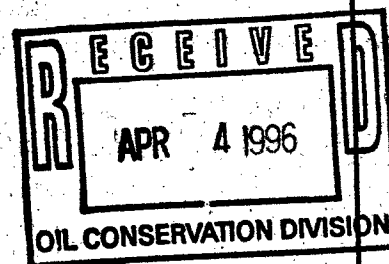
OIL CONSERVATION DIVISION

IN THE MATTER OF THE HEARING CALLED BY
THE OIL CONSERVATION DIVISION FOR THE
PURPOSE OF CONSIDERING:

CASE NO. 11,457

IN THE MATTER OF THE APPLICATION OF THE
NEW MEXICO OIL CONSERVATION DIVISION FOR
A SHOW CAUSE HEARING REQUIRING PETRO-
THERMO CORPORATION TO APPEAR AND SHOW
CAUSE WHY ITS GOODWIN TREATING PLANT,
LOCATED IN THE SOUTHWEST QUARTER,
NORTHWEST QUARTER, OF SECTION 31,
TOWNSHIP 18 SOUTH, RANGE 37 EAST, LEA
COUNTY, NEW MEXICO, SHOULD NOT: (1) BE
ORDERED TO CEASE OPERATIONS, (2) HAVE
ITS PERMIT TO OPERATE REVOKED, (3) BE
CLOSED AND CLEANED UP, (4) BE CLOSED BY
THE DIVISION IF PETRO-THERMO DOES NOT
CLOSE IT, (5) HAVE THE COSTS OF CLOSURE
AND CLEANUP ASSESSED AGAINST PETRO-
THERMO AND (6) HAVE ITS \$25,000 BOND
FORFEITED

ORIGINAL



REPORTER'S TRANSCRIPT OF PROCEEDINGS
EXAMINER HEARING

BEFORE: DAVID R. CATANACH, Hearing Examiner

March 21st, 1996
Santa Fe, New Mexico

This matter came on for hearing before the New Mexico Oil Conservation Division, DAVID R. CATANACH, Hearing Examiner, on Thursday, March 21st, 1996, at the New Mexico Energy, Minerals and Natural Resources Department, Porter Hall, 2040 South Pacheco, Santa Fe, New Mexico, Steven T. Brenner, Certified Court Reporter No. 7 for the State of New Mexico.

* * *

STEVEN T. BRENNER, CCR
(505) 989-9317

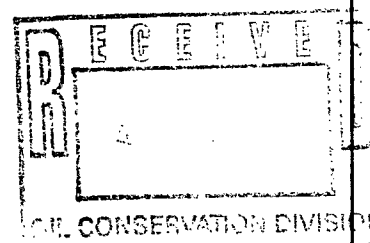
STATE OF NEW MEXICO
ENERGY, MINERALS AND NATURAL RESOURCES DEPARTMENT
OIL CONSERVATION DIVISION

IN THE MATTER OF THE HEARING CALLED BY)
THE OIL CONSERVATION DIVISION FOR THE)
PURPOSE OF CONSIDERING:)

CASE NO. 11,457

IN THE MATTER OF THE APPLICATION OF THE)
NEW MEXICO OIL CONSERVATION DIVISION FOR)
A SHOW CAUSE HEARING REQUIRING PETRO-)
THERMO CORPORATION TO APPEAR AND SHOW)
CAUSE WHY ITS GOODWIN TREATING PLANT,)
LOCATED IN THE SOUTHWEST QUARTER,)
NORTHWEST QUARTER, OF SECTION 31,)
TOWNSHIP 18 SOUTH, RANGE 37 EAST, LEA)
COUNTY, NEW MEXICO, SHOULD NOT: (1) BE)
ORDERED TO CEASE OPERATIONS, (2) HAVE)
ITS PERMIT TO OPERATE REVOKED, (3) BE)
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THE DIVISION IF PETRO-THERMO DOES NOT)
CLOSE IT, (5) HAVE THE COSTS OF CLOSURE)
AND CLEANUP ASSESSED AGAINST PETRO-)
THERMO AND (6) HAVE ITS \$25,000 BOND)
FORFEITED)

ORIGINAL



REPORTER'S TRANSCRIPT OF PROCEEDINGS
EXAMINER HEARING

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* * *

STEVEN T. BRENNER, CCR
(505) 989-9317

I N D E X

March 21st, 1996
Examiner Hearing
CASE NO. 11,457

PAGE

REPORTER'S CERTIFICATE

7

* * *

A P P E A R A N C E S

FOR THE DIVISION:

RAND L. CARROLL
Attorney at Law
Legal Counsel to the Division
2040 South Pacheco
Santa Fe, New Mexico 87505

FOR PETRO-THERMO CORPORATION:

CAMPBELL, CARR, BERGE and SHERIDAN, P.A.
Suite 1 - 110 N. Guadalupe
P.O. Box 2208
Santa Fe, New Mexico 87504-2208
By: WILLIAM F. CARR

* * *

1 WHEREUPON, the following proceedings were had at
2 3:08 p.m.:

3 EXAMINER CATANACH: At this time I'll call Case
4 11,457, in the matter of the Application of the New Mexico
5 Oil Conservation Division for a show cause hearing
6 requiring Petro-Thermo Corporation to appear and show cause
7 why its Goodwin Treating Plant, located in the southwest
8 quarter, northwest quarter, of Section 31, Township 18
9 South, Range 37 East, Lea County, New Mexico, should not be
10 ordered to cease operations and have its permit to operate
11 revoked or be closed and cleaned up, be closed by the
12 Division if Petro-Thermo does not close it, have the costs
13 of closure and cleanup assessed against Petro-Thermo and
14 have its \$25,000 bond forfeited.

15 Are there appearances in this case?

16 MR. CARR: May it please the Examiner, my name is
17 William F. Carr with the Santa Fe law firm Campbell, Carr,
18 Berge and Sheridan.

19 We represent Petro-Thermo Corporation in this
20 matter.

21 I do not have a witnesses; I do have a statement.

22 EXAMINER CATANACH: Okay.

23 MR. CARROLL: May it please the Examiner, my name
24 is Rand Carroll, appearing on behalf of the New Mexico Oil
25 Conservation Division.

1 I do not have a witness in this case either.

2 EXAMINER CATANACH: No witnesses in this case, so
3 who wants to make a statement?

4 Mr. Carroll?

5 MR. CARROLL: Mr. Examiner, the Division brought
6 this case in order to close up a treating plant that has
7 been pretty much abandoned.

8 We have met with the operator and his attorney,
9 Mr. Carr, to come up with a plan of cleaning up and closing
10 this plant. Mr. Carr and I have worked on drafting up an
11 order that we both stipulate to that we ask the Examiner to
12 sign and issue.

13 This order orders Petro-Thermo to clean up the
14 plant within six months of the date of the order and work
15 with the Division to come up with a plan in doing so, to
16 revoke the permit so Petro-Thermo cannot continue to
17 operate this plant. However, Petro-Thermo is authorized to
18 remove equipment from the plant and sell it, and we also
19 ask the Examiner that if Petro-Thermo finds a new buyer,
20 that the new buyer obtain an additional six-month period
21 from the date of sale in order to finish cleaning up the
22 plant.

23 If Petro-Thermo fails to clean up the plant or
24 sell it within six months, we ask for permission to clean
25 it up ourselves through the use of the Oil and Gas

1 Reclamation Fund, to foreclose on Petro-Thermo's \$25,000
2 bond.

3 And that's about it.

4 Like I said, Petro-Thermo, through its attorney,
5 Mr. Carr, has agreed to the order, and we ask the Examiner
6 to recommend that it be signed.

7 EXAMINER CATANACH: Thank you. Mr. Carr?

8 MR. CARR: Mr. Catanach, as Mr. Carroll
9 indicated, we did -- Mr. Robert Abbott, Petro-Thermo, and I
10 met with representatives of the Division, including both of
11 you and representatives of the Environmental Bureau, and
12 following that meeting Mr. Carroll prepared a draft of an
13 order and sent it to me. I forwarded it to Mr. Abbott.
14 The order addresses each of the matters mentioned by Mr.
15 Carroll.

16 We are at this time advertising the facility to
17 see if in fact a buyer can be obtained. But if we cannot
18 within the six-month period of time, we will go forward and
19 are prepared to -- and agree to the provisions of the order
20 which order us to cease operations, which revoke the permit
21 and which provide that if we can't get something going
22 within the next six months, that the bond be accessed and
23 the facility cleaned up.

24 The order is acceptable to us, and we would
25 request that you go forward with the order and enter it as

1 proposed.

2 MR. CARROLL: Just one point or clarification.
3 The operating permit for the plant is revoked as of the
4 date of the order.

5 MR. CARR: That's correct.

6 MR. CARROLL: And it's just the cleanup and
7 closure that is being allowed to occur.

8 EXAMINER CATANACH: Okay. Is the six-month time
9 frame -- Does that commence on the date of the order?

10 MR. CARR: Yes, sir.

11 MR. CARROLL: Yes.

12 EXAMINER CATANACH: All right, I will review the
13 order and forward it to the Director.

14 Is there anything else in this matter?

15 MR. CARR: Nothing further.

16 EXAMINER CATANACH: There being nothing further,
17 Case 11,457 will be taken under advisement.

18 (Thereupon, these proceedings were concluded at
19 3:12 p.m.)

20 * * *

21 I do hereby certify that the foregoing is
22 a complete record of the proceedings in
the Examiner hearing of Case No. 11457,
23 heard by me on March 21 1988.

24 David R. Catanach, Examiner
Oil Conservation Division
25

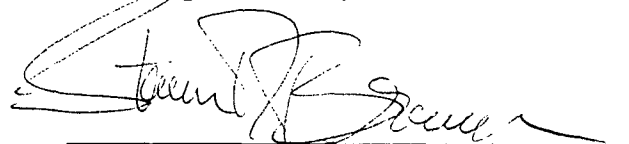
CERTIFICATE OF REPORTER

STATE OF NEW MEXICO)
) ss.
COUNTY OF SANTA FE)

I, Steven T. Brenner, Certified Court Reporter and Notary Public, HEREBY CERTIFY that the foregoing transcript of proceedings before the Oil Conservation Division was reported by me; that I transcribed my notes; and that the foregoing is a true and accurate record of the proceedings.

I FURTHER CERTIFY that I am not a relative or employee of any of the parties or attorneys involved in this matter and that I have no personal interest in the final disposition of this matter.

WITNESS MY HAND AND SEAL April 2nd, 1996.



STEVEN T. BRENNER
CCR No. 7

My commission expires: October 14, 1998

SE 11457: (Continued from March 7, 1996, Examiner Hearing.)

In the matter of the application of the New Mexico Oil Conservation Division for a show cause hearing requiring Petro-Thermo Corporation to appear and show cause why its Goodwin Treating Plant located in the SW/4 NW/4 of Section 31, Township 18 South, Range 37 East, Lea County, New Mexico should not: (1) be ordered to cease operations, (2) have its permit to operate revoked, (3) be closed and cleaned up, (4) be closed by the Division if Petro-Thermo does not close it, (5) have the costs of closure and cleanup assessed against Petro-Thermo and (6) have its \$25,000 bond forfeited. Said plant is located approximately 9 miles west of Hobbs, New Mexico.

CASE 11467: (Continued from March 7, 1996, Examiner Hearing)

Application of the Oil Conservation Division for a show cause hearing requiring Southwest Water Disposal, Inc. (SWD) to appear and show cause why it should not be ordered to comply with its permit requirements and close its commercial clay lined surface evaporation pond located in the SE/4 SW/4, Section 32, Township 30 North, Range 9 West, San Juan County, New Mexico. Said facility is located approximately 3 miles north-northeast of Blanco, New Mexico.

CASE 11501: In the matter of the hearing called by the Oil Conservation Division upon its own motion for an order creating and extending certain pools in Chaves and Eddy Counties, New Mexico.

- (a) CREATE a new pool in Eddy County, New Mexico, classified as a gas pool for Strawn production and designated as the Boyd-Strawn Gas Pool. The discovery well is the Nearburg Producing Company Parino Well No. 1 located in Unit I of Section 23, Township 19 South, Range 25 East, NMPM. Said pool would comprise:

TOWNSHIP 19 SOUTH, RANGE 25 EAST, NMPM

Section 23: S/2

- (b) CREATE a new pool in Eddy County, New Mexico, classified as a gas pool for Grayburg production and designated as the Southeast Diamond Mound-Grayburg Gas Pool. The discovery well is the Collins & Ware, Inc. "CV" 14 Federal Well No. 1 located in Unit L of Section 14, Township 16 South, Range 27 East, NMPM. Said pool would comprise:

TOWNSHIP 16 SOUTH, RANGE 27 EAST, NMPM

Section 14: SW/4

- (c) CREATE a new pool in Eddy County, New Mexico, classified as a gas pool for Atoka production and designated as the HG-Atoka Gas Pool. The discovery well is the Yates Petroleum Corporation Hannagan "APL" Federal Com. Well No. 1 located in Unit G of Section 31, Township 19 South, Range 30 East, NMPM. Said pool would comprise:

TOWNSHIP 19 SOUTH, RANGE 30 EAST, NMPM

Section 31: N/2

- (d) CREATE a new pool in Eddy County, New Mexico, classified as an oil pool for Bone Spring production and designated as the North Pierce Crossing-Bone Spring Pool. The discovery well is the Texaco Exploration & Production Malaga Harroun "6" Well No. 1 located in Unit F of Section 6, Township 24 South, Range 29 East, NMPM. Said pool would comprise:

TOWNSHIP 24 SOUTH, RANGE 29 EAST, NMPM

Section 6: NW/4

- (e) CREATE a new pool in Eddy County, New Mexico, classified as an oil pool for Delaware production and designated as the Red Bluff-Delaware Pool. The discovery well is the Pogo Producing Company South Malaga "35" State Well No. 1 located in Unit D of Section 35, Township 25 South, Range 28 East, NMPM. Said pool would comprise:

TOWNSHIP 25 SOUTH, RANGE 28 EAST, NMPM

Section 35: NW/4

- (f) CREATE a new pool in Eddy County, New Mexico, classified as an oil pool for Delaware production and designated as the South Sulphate Draw-Delaware Pool. The discovery well is the TMBR/Sharp Drilling, Inc. State "3" Well No. 1 located in Unit H of Section 3, Township 25 South, Range 27 East, NMPM. Said pool would comprise:

TOWNSHIP 25 SOUTH, RANGE 27 EAST, NMPM

Section 3: NE/4

- (g) EXTEND the Cedar Canyon-Delaware Pool in Eddy County, New Mexico, to include therein:



NEW MEXICO ENERGY, MINERALS
& NATURAL RESOURCES DEPARTMENT

OIL CONSERVATION DIVISION
2040 South Pacheco Street
Santa Fe, New Mexico 87505
(505) 827-7131

March 26, 1996

CAMPBELL, CARR & BERGE, P.A.
Attorneys At Law
Post Office Box 2208
Santa Fe, New Mexico 87504

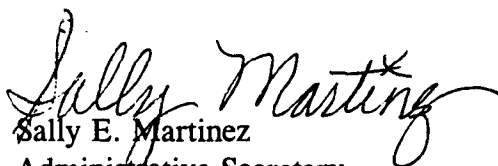
Attn: Bill Carr

**RE: CASE NO. 11457
ORDER NO. R-10569**

Dear Sir:

Enclosed herewith are two copies of the above-referenced Division order recently entered in the subject case.

Sincerely,


Sally E. Martinez
Administrative Secretary

cc: BLM - Carlsbad
Rand Carrol - OCD
Roger Anderson - OCD

CAMPBELL, CARR & BERGE, P.A.
LAWYERS

MICHAEL B. CAMPBELL
WILLIAM F. CARR
BRADFORD C. BERGE
MARK F. SHERIDAN

MICHAEL H. FELDEWERT
TANNIS L. FOX
TANYA M. TRUJILLO
PAUL R. OWEN

JACK M. CAMPBELL
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JEFFERSON PLACE
SUITE 1 - 110 NORTH GUADALUPE
POST OFFICE BOX 2208
SANTA FE, NEW MEXICO 87504-2208
TELEPHONE (505) 988-4421
TELECOPIER (505) 983-6043

March 6, 1996

HAND-DELIVERED

William J. LeMay, Director
Oil Conservation Division
New Mexico Department of Energy,
Minerals and Natural Resources
2040 South Pacheco
Santa Fe, New Mexico 87503

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MAR 6 1996

Oil Conservation Division

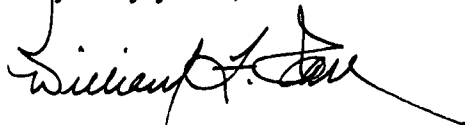
Re: Oil Conservation Division Case No. 11457:
In the Matter of the Application of the New Mexico Oil Conservation Division
for a show cause hearing requiring Petro-Thermo Corporation to appear and
show cause why its Goodwin Treating Plant located in the SW/4 NW/4 of
Section 31, Township 18 South, Range 37 East, Lea County, New Mexico

Dear Mr. LeMay:

Pursuant to the agreement reached by the Commission on March 5, 1996, Petro-Thermo Corporation respectfully requests that this matter which is currently set on the Division docket for the March 7, 1996 hearings be continued to the March 21, 1996 Examiner docket.

Your attention to this matter is appreciated.

Very truly yours,



WILLIAM F. CARR

WFC:mlh

cc: Mr. Robert Abbott

CASE 11448: (Continued from February 8, 1996, Examiner Hearing.)

In the matter of the hearing called by the Oil Conservation Division ("Division") on its own motion to permit Rhonda Operating Co., owner/operator, American Employers' Insurance Company, surety, and all other interested parties to appear and show cause why the State 29 Well No. 2, located 1977 feet from the North line and 670 feet from the East line (Unit H) of Section 29, Township 8 South, Range 33 East, Chaves County, New Mexico (which is approximately 17 miles southeast of Kenna, New Mexico), should not be plugged and abandoned in accordance with a Division-approved plugging program. Should the operator fail to properly plug said well, the Division should then be authorized to take such action as is deemed necessary to have the well properly plugged and abandoned and to direct the owner/operator to pay the costs of such plugging.

CASE 11467: (Continued from February 22, 1996, Examiner Hearing.)

Application of the Oil Conservation Division for a show cause hearing requiring Southwest Water Disposal, Inc. (SWD) to appear and show cause why it should not be ordered to comply with its permit requirements and close its commercial clay lined surface evaporation pond located in the SE/4 SW/4, Section 32, Township 30 North, Range 9 West, San Juan County, New Mexico. Said facility is located approximately 3 miles north-northeast of Blanco, New Mexico.

CASE 11457: (Continued from February 22, 1996, Examiner Hearing.)

In the matter of the application of the New Mexico Oil Conservation Division for a show cause hearing requiring Petro-Thermo Corporation to appear and show cause why its Goodwin Treating Plant located in the SW/4 NW/4 of Section 31, Township 18 South, Range 37 East, Lea County, New Mexico should not: (1) be ordered to cease operations, (2) have its permit to operate revoked, (3) be closed and cleaned up, (4) be closed by the Division if Petro-Thermo does not close it, (5) have the costs of closure and cleanup assessed against Petro-Therm closed by the Division, and (6) have its \$25,000 bond forfeited. Said plant is located approximately 9 miles west of Hobbs, New Mexico.

CASE 10748: (Reopened - Continued from January 25, 1996, Examiner Hearing.)

In the matter of Case No. 10748 being reopened pursuant to the provisions of Division Order No. R-9922-B, which order continued Special Rules and Regulations for the Indian Basin-Upper Pennsylvanian Associated Pool in Eddy County, New Mexico, in full force and effect until January, 1996. Operators in the subject pool may appear and show cause why the Temporary Special Rules and Regulations for the Indian Basin-Upper Pennsylvanian Associated Pool should not be rescinded and the pool developed on statewide rules and regulations. Said pool is located approximately 16 miles west of Carlsbad, New Mexico.

CASE 11475: Application of Texaco Exploration and Production Inc. for compulsory pooling, Lea County, New Mexico. Applicant seeks an order pooling all mineral interests in the SW/4 of Section 23 for all formations developed on 160-acre spacing, in the W/2 SW/4 of Section 23 for all formations developed on 80-acre spacing and in the SW/4 SW/4 of Section 23 for all formations developed on 40-acre spacing, in Township 26 South, Range 37 East. Said units are to be dedicated to its Rhodes "23" Fed. Com Well No. 1 to be drilled at a standard location 660 feet from the South line and 660 feet from the West line in the SW/4 of said Section 23 and drilled to the Rhodes Yates-Seven Rivers Gas Pool. Also to be considered will be the cost of drilling and completing said well and the allocation of the costs thereof, as well as actual operating costs and charges for supervision, designation of applicant as operator of the well and a charge for the risk involved in drilling said well. Said area is located approximately 5 miles south-southeast of Jal, New Mexico.

CASE 11476: Application of Doyle Hartman and Margaret Hartman, d/b/a Doyle Hartman, Oil Operator, for compulsory pooling, Lea County, New Mexico. Applicant seeks an order pooling all mineral interests in the SW/4 of Section 23, Township 26 South, Range 37 East for all formations developed on 160-acre spacing. Said unit is to be dedicated to a well to be drilled at a standard location 1980 feet from the South line and 660 feet from the West line of said Section 23 and drilled to the Rhodes Yates-Seven Rivers Gas Pool. Also to be considered will be the cost of drilling and completing said well and the allocation of the costs thereof, as well as actual operating costs and charges for supervision, designation of applicant as operator of the well and a charge for the risk involved in drilling said well. Said area is located approximately 5 miles south-southeast of Jal, New Mexico.

CASE 11467: (Continued from February 8, 1996, Examiner Hearing.)

Application of the Oil Conservation Division for a show cause hearing requiring Southwest Water Disposal, Inc. (SWD) to appear and show cause why it should not be ordered to comply with its permit requirements and close its commercial clay lined surface evaporation pond located in the SE/4 SW/4, Section 32, Township 30 North, Range 9 West, San Juan County, New Mexico. Said facility is located approximately 3 miles north-northeast of Blanco, New Mexico.

CASE 11457: (Continued from February 8, 1996, Examiner Hearing.)

In the matter of the application of the New Mexico Oil Conservation Division for a show cause hearing requiring Petro-Thermo Corporation to appear and show cause why its Goodwin Treating Plant located in the SW/4 NW/4 of Section 31, Township 18 South, Range 37 East, Lea County, New Mexico should not: (1) be ordered to cease operations, (2) have its permit to operate revoked, (3) be closed and cleaned up, (4) be closed by the Division if Petro-Thermo does not close it, (5) have the costs of closure and cleanup assessed against Petro-Thermo if closed by the Division, and (6) have its \$25,000 bond forfeited. Said plant is located approximately 9 miles west of Hobbs, New Mexico.

CASE 11477: In the matter of the hearing called by the Oil Conservation Division upon its own motion for an order creating and extending certain pools in Lea and Roosevelt Counties, New Mexico.

- (a) CREATE a new pool in Lea County, New Mexico, classified as an oil pool for Delaware production and designated as the East Bilbrey-Delaware Pool. The discovery well is the Pogo Producing Company Tomahawk Unit Well No. 1 located in Unit L of Section 31, Township 21 South, Range 33 East, NMPM. Said pool would comprise:

TOWNSHIP 21 SOUTH, RANGE 33 EAST, NMPM
Section 31: SW/4

- (b) CREATE a new pool in Lea County, New Mexico, classified as an oil pool for Delaware production and designated as the North Bilbrey-Delaware Pool. The discovery well is the Santa Fe Energy Resources Inc. Bilbrey 27 A Federal Well No. 1 located in Unit F of Section 27, Township 21 South, Range 32 East, NMPM. Said pool would comprise:

TOWNSHIP 21 SOUTH, RANGE 32 EAST, NMPM
Section 27: NW/4

CAMPBELL, CARR & BERGE, P.A.
LAWYERS

MICHAEL B. CAMPBELL
WILLIAM F. CARR
BRADFORD C. BERGE

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TELEPHONE: (505) 988-4421
TELECOPIER: (505) 983-6043

February 7, 1996

HAND-DELIVERED

William J. LeMay, Director
Oil Conservation Division
New Mexico Department of Energy,
Minerals and Natural Resources
2040 South Pacheco
Santa Fe, New Mexico 87503

RECEIVED

FEB 8 1996

Oil Conservation Division

Re: Oil Conservation Division Case No. 11457:

In the Matter of the Application of the New Mexico Oil Conservation Division for a show cause hearing requiring Petro-Thermo Corporation to appear and show cause why its Goodwin Treating Plant located in the SW/4 NW/4 of Section 31, Township 18 South, Range 37 East, Lea County, New Mexico should not: (1) be order to cease operations, (2) have its permit to operate revoked, (3) be closed and cleaned up, (4) be closed by the Division in Petro-Thermo does not close it, (5) have the costs of closure and cleanup assessed against Petro-Thermo if closed by the Division and (6) have its \$25,000 bond forfeited.

Dear Mr. LeMay:

Petro-Thermo Corporation respectfully requests that this matter which is currently set on the Division docket for the February 8, 1996 hearings be continued to the February 22, 1996 Examiner docket.

William J. LeMay, Director

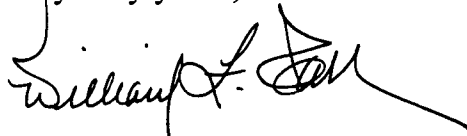
February 7, 1996

Page 2

This request for continuance will permit representatives of Petro-Thermo to meet with the Division's Environmental Bureau and attempt to reach resolution of this matter.

Your attention to this matter is appreciated.

Very truly yours,

A handwritten signature in dark ink, appearing to read "William F. Carr", with a long, sweeping horizontal line extending to the right.

WILLIAM F. CARR

WFC:mlh

cc: Mr. Robert Abbott

CASE 11339: (Continued from January 11, 1995, Examiner Hearing.)

Application of Yates Petroleum Corporation for directional drilling and an unorthodox bottomhole location, Eddy County, New Mexico. Applicant, in the above-styled cause, seeks authority to drill its Zinnia Federal Unit Well No. 1 from a unorthodox surface location 1980 feet from the North line and 910 feet from the West line (Unit E) of Section 27, Township 20 South, Range 29 East, to an unorthodox bottomhole gas well location within 50 feet of a point 1980 from the North line and 2405 feet from the East line (Unit G of Section 27, to test the Strawn and Morrow formations, Undesignated East Burton Flat-Strawn Gas Pool and Wildcat Morrow. The N/2 of Section 27 is to be dedicated to this well forming a standard 320-acre gas spacing and proration unit for both formations. Said well is located approximately 11 miles northeast of Carlsbad, New Mexico.

CASE 11399: (Continued from January 11, 1995, Examiner Hearing.)

In the matter of the hearing called by the Oil Conservation Division ("Division") on its own motion to permit the operator, Diamond Back Petroleum Inc. and all other interested parties to appear and show cause why the following two wells located in Eddy County, New Mexico, should not be plugged and abandoned in accordance with a Division-approved plugging program. Further, should the operator fail to properly plug any or all of said wells, the Division seeks an order directing the operator to pay the costs of such plugging and if failing to do so, ordering a forfeiture of the plugging bond, if any, covering said wells:

Margie Kay Well No. 1, located 1980 feet from the North line and 1980 feet from the West line (Unit F) of Section 7, Township 17 South, Range 28 East.

Margie Kay Well No. 1, located 1980 feet from the South line and 660 feet from the West line (Unit L) of Section 7, Township 17 South, Range 28 East.

CASE 11448: (Continued from January 11, 1996, Examiner Hearing.)

In the matter of the hearing called by the Oil Conservation Division ("Division") on its own motion to permit Rhonda Operating Co., owner/operator, American Employers' Insurance Company, surety, and all other interested parties to appear and show cause why the State 29 Well No. 2, located 1977 feet from the North line and 670 feet from the East line (Unit H) of Section 29, Township 8 South, Range 33 East, Chaves County, New Mexico (which is approximately 17 miles southeast of Kenna, New Mexico), should not be plugged and abandoned in accordance with a Division-approved plugging program. Should the operator fail to properly plug said well, the Division should then be authorized to take such action as is deemed necessary to have the well properly plugged and abandoned and to direct the owner/operator to pay the costs of such plugging.

CASE 11467: Application of the Oil Conservation Division for a show cause hearing requiring Southwest Water Disposal, Inc. (SWD) to appear and show cause why it should not be ordered to comply with its permit requirements and close its commercial clay lined surface evaporation pond located in the SE/4 SW/4, Section 32, Township 30 North, Range 9 West, San Juan County, New Mexico. Said facility is located approximately 3 miles north-northeast of Blanco, New Mexico.

CASE 11457: (Continued from January 25, 1996, Examiner Hearing.)

In the matter of the application of the New Mexico Oil Conservation Division for a show cause hearing requiring Petro-Thermo Corporation to appear and show cause why its Goodwin Treating Plant located in the SW/4 NW/4 of Section 31, Township 18 South, Range 37 East, Lea County, New Mexico should not: (1) be ordered to cease operations, (2) have its permit to operate revoked, (3) be closed and cleaned up, (4) be closed by the Division if Petro-Thermo does not close it, (5) have the costs of closure and cleanup assessed against Petro-Thermo if closed by the Division, and (6) have its \$25,000 bond forfeited. Said plant is located approximately 9 miles west of Hobbs, New Mexico.

Oil Conservation Division
2040 S. Pacheco
Santa Fe, New Mexico 87505

January 4, 1996

**CERTIFIED RETURN
RECEIPT REQUESTED**

Robert W. Abbot, President
Petro-Thermo Corporation
P. O. Box 2069
Hobbs, New Mexico 88241-2069

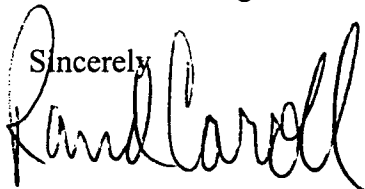
J. R. Abbot, Manager
Petro-Thermo Corporation
P. O. Box 92090
Pasadena, California 91109-2090

RE: CASE No. 11457

Gentlemen:

Enclosed are copies of the application in Case No. 11457 and the Notice of Publication of the Examiner Hearing to be held on Thursday, January 25, 1996, at 8:15 a.m. in the Oil Conservation Division Hearing Room, 2040 S. Pacheco, Santa Fe, New Mexico.

Sincerely,



Rand Carroll
Legal Counsel

Enclosure

Is your **RETURN ADDRESS** completed on the reverse side?

SENDER:

- Complete items 1 and/or 2 for additional services.
- Complete items 3, and 4a & b.
- Print your name and address on the reverse of this form so that we can return this card to you.
- Attach this form to the front of the mailpiece, or on the back if space does not permit.
- Write "Return Receipt Requested" on the mailpiece below the article number.
- The Return Receipt will show to whom the article was delivered and the date delivered.

I also wish to receive the following services (for an extra fee):

1. ☐ Addressee's Address
2. ☐ Restricted Delivery
- Consult postmaster for fee.

3. Article Addressed to:

*Dr. J. Attali Manager
Petro-Mermaid Corp.
P.O. Box 92090
Pasadena, CA 91109-2090*

4a. Article Number

2765963222

4b. Service Type

- ☐ Registered ☐ Insured
- ☒ Certified ☐ COD
- ☐ Express Mail ☐ Return Receipt for Merchandise

7. Date of Delivery

1-8-96

8. Addressee's Address (Only if requested and fee is paid)

5. Signature (Addressee)

6. Signature (Agent)

PS Form 3811, December 1991 ★ U.S.A.P.O.: 1992-307-530

DOMESTIC RETURN RECEIPT

Thank you for using Return Receipt Service.

CASE 11408: (Continued from December 7, 1996, Examiner Hearing - This Case Will Be Dismissed.)

Application of Yates Petroleum Corporation for a unit agreement, Lea County, New Mexico. Applicant, in the above-styled cause, seeks approval of the Morton Exploratory Unit Agreement for an area comprising 2,178.68 acres, more or less, of State and Fee lands comprising all or portions of Sections 33 and 33, Township 14 South, Range 35 East, and Sections 4, 5 and 6 of Township 15 South, Range 35 East, which is located approximately 14 miles south-southwest of Tatum, New Mexico.

CASE 11444: (Continued from January 11, 1996, Examiner Hearing.)

Application of Yates Petroleum Corporation for a unit agreement, Lea County, New Mexico. Applicant seeks approval of a unit agreement for its proposed Morton Exploratory Unit Area comprising 2,178.68 acres, more or less, of State and Fee lands comprising all or portions of Sections 32 and 33, Township 14 South, Range 35 East, and Sections 4, 5, and 6, Township 15 South, Range 35 East. Said unit area is located approximately 14 miles south-southwest of Tatum, New Mexico.

CASE 11445: (Continued from January 11, 1996, Examiner Hearing.)

Application of Yates Petroleum Corporation for a unit agreement, Lea County, New Mexico. Applicant seeks approval of a unit agreement for its proposed Papalotes Exploratory Unit Agreement containing 2,583.6 acres, more or less, of State and Fee lands comprising all of Sections 26, 34 and 35, Township 14 South, Range 34 East and Section 2, Township 15 South, Range 34 East. Said unit area is located approximately 9 miles west of Hillburn City, New Mexico.

CASE 11457: In the matter of the application of the New Mexico Oil Conservation Division for a show cause hearing requiring Petro-Thermo Corporation to appear and show cause why its Goodwin Treating Plant located in the SW/4 NW/4 of Section 31, Township 18 South, Range 37 East, Lea County, New Mexico should not: (1) be ordered to cease operations, (2) have its permit to operate revoked, (3) be closed and cleaned up, (4) be closed by the Division if Petro-Thermo does not close it, (5) have the costs of closure and cleanup assessed against Petro-Thermo if closed by the Division, and (6) have its \$25,000 bond forfeited. Said plant is located approximately 9 miles west of Hobbs, New Mexico.



STATE OF NEW MEXICO
ENERGY, MINERALS AND NATURAL RESOURCES DEPARTMENT
OIL CONSERVATION DIVISION

GARREY CARRUTHERS
GOVERNOR

July 5, 1988

POST OFFICE BOX 2088
STATE LAND OFFICE BUILDING
SANTA FE, NEW MEXICO 87504
(505) 827-5800

Petro-Thermo Corporation
P. O. Box 2069
Hobbs, New Mexico 88241-2069

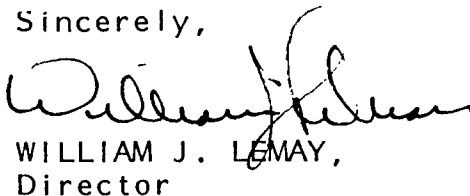
Attention: Robert W. Abbott

Re: \$25,000 Cash Treating Plant Bond
Petro-Thermo Corporation, Operator
Sec. 31, T-18-S, R-37-E, Lea County
Bond No. OCD-147

Dear Mr. Abbott:

The Oil Conservation Division hereby approves the above-referenced treating plant bond effective this date.

Sincerely,


WILLIAM J. LEMAY,
Director

dr/

cc: Oil Conservation Division
Hobbs, New Mexico

United States Bankruptcy Court - District of New Mexico
Notice of Chapter 7 Bankruptcy Case, Meeting of Creditors, and Deadlines

You may be a creditor of the debtor. **This notice lists important deadlines.** You may want to consult an attorney to protect your rights. All documents filed in the case may be inspected at the bankruptcy clerk's office at 421 Gold Avenue SW, 3rd floor, Albuquerque, NM 87102. The bankruptcy clerk's office is open 8:30 AM to 4:30 PM Monday through Friday, except federal holidays.

See Reverse Side For Important Explanations

Debtor(s) name(s):

Robert William Abbott, SSN 585-16-3836

Nathy J. Abbott, SSN 585-62-9025

Debtor(s) address:

7704 Pioneer Trail NE
Albuquerque, NM 87109

Case Number: 7 - 99 - 12126 - MA Date Filed: 04/08/99

Attorney for Debtor(s):

Daniel J. Behles
PO Box 415
Albuquerque, NM 87103-0415
Telephone: 505-242-3535

Bankruptcy Trustee:

Michael J. Caplan
827 East Santa Fe
Grants, NM 87020
Telephone: 287-8891

Meeting of Creditors: Date: 05/14/99 **Time:** 11:00 am

Location: Office of the U. S. Trustee 421 Gold Avenue SW, Room 103 Albuquerque, NM 87102

Deadlines:

Papers must be *received* by the bankruptcy clerk's office by the following deadlines:

Deadline to File a Complaint Objecting to Discharge of the Debtor or to Determine the Dischargeability of Certain Debts:
07/13/99

Deadline to Object to Exemptions: Thirty (30) days after the *conclusion* of the meeting of creditors.

Creditors May Not Take Certain Actions:

The filing of the bankruptcy case automatically prohibits certain collection and other actions against the debtor and the debtor's property. If you attempt to collect a debt or take other action in violation of the Bankruptcy Code, you may be penalized.

BY THE COURT

Mark B. McFeeley
U.S. Bankruptcy Judge

EXPLANATIONS

Filing of Chapter 7 Bankruptcy Case A bankruptcy case under chapter 7 of the Bankruptcy Code (title 11, United States Code) has been filed in this court by or against the debtor(s) listed on the front side, and an order for relief has been entered.

Creditors May Not Take Certain Actions

Prohibited collection actions are listed in Bankruptcy Code §362. Common examples of prohibited actions include contacting the debtor by telephone, mail or otherwise to demand repayment; taking actions to collect money or obtain property from the debtor; repossessing the debtor's property; starting or continuing lawsuits or foreclosures; and garnishing or deducting from the debtor's wages.

Meeting of Creditors

A meeting of creditors is scheduled for the date, time, and location listed on the front side. *The debtor (both spouses in a joint case) must be present at the meeting to be questioned under oath by the trustee and by creditors.* Creditors are welcome to attend, but are not required to do so. The meeting may be continued and concluded at a later date without further notice.

Do Not File a Proof of Claim at This Time

There does not appear to be any property available to the trustee to pay creditors. *You therefore should not file a proof of claim at this time.* If it later appears that assets are available to pay creditors you will be sent another notice telling you that you may file a proof of claim, and telling you the deadline for filing your claim.

Discharge of Debts

The debtor is seeking a discharge of most debts, which may include your debt. A discharge means that you may never try to collect the debt from the debtor. If you believe that the debtor is not entitled to receive a discharge under Bankruptcy Code §727(a) or that a debt owed to you is not dischargeable under Bankruptcy Code §523(a)(2) (4), (6), or (15), you must start a lawsuit by filing a complaint in the bankruptcy court clerk's office by the "Deadline to File a Complaint Objecting to Discharge of the Debtor or to Determine Dischargeability of Certain Debts" listed on the front side. The bankruptcy clerk's office must receive the complaint and the required filing fee (\$150) by that Deadline.

Exempt Property

The debtor is permitted by law to keep certain property as exempt. Exempt property will not be sold and distributed to creditors. The debtor must file a list of all property claimed as exempt. You may inspect that list at the bankruptcy clerk's office. If you believe that an exemption claimed by the debtor is not authorized by law, you may file an objection to that exemption. The bankruptcy clerk's office must receive the objection by the "Deadline to Object to Exemptions" listed on the front side.

Abandonment

Unless a request for notice is filed and served upon the trustee by a party in interest within 15 days after the date of mailing of this notice, the trustee may abandon any property deemed burdensome or of inconsequential value to the estate without further notice.

Bankruptcy Clerk's Office

Any paper that you file in this bankruptcy case should be filed at the bankruptcy clerk's office at the address listed on the front side. You may inspect all papers filed, including the list of the debtor's property and debts and the list of property claimed as exempt, at the bankruptcy clerk's office.

Legal Advice

The staff of the bankruptcy clerk's office cannot give legal advice. You may want to consult an attorney to protect your rights

Refer to Other Side For Important Deadlines and Notices



THE REPRODUCTION OF

THE

FOLLOWING

DOCUMENT (S)

CANNOT BE IMPROVED

DUE TO

THE CONDITION OF

THE ORIGINAL

NEW MEXICO OIL CONSERVATION DIVISION
OF THE ENERGY & MINERALS DEPARTMENT

\$25,000.00 CASH TREATING PLANT BOND

File with Oil Conservation Division, P. O. Box 2088, Santa Fe, New Mexico 87504
KNOW ALL MEN BY THESE PRESENTS:

That Petro-Thermo Corporation, (an individual)
(partnership) (a corporation organized in the State of New Mexico,
with its principal office in the City of Hobbs, State of New Mexico,
New Mexico, and authorized to do business in the State of New Mexico), is
held firmly bound unto the State of New Mexico, for the use and benefit of the Oil
Conservation Division of the Energy & Minerals Department in the sum of Twenty Five
Thousand (\$25,000.00) Dollars lawful money of the United States.

The conditions of this obligation are such that:

The above principal has heretofore or may hereafter enter into the process of
treating and reclaiming sediment oil in Section 31, Township 18 (North)
(South), Range 37 (East) (West), N.M.P.M., Lea County, New Mexico.

NOW, THEREFORE, This \$25,000 performance bond is conditioned upon substantial
compliance with all applicable statutes of the State of New Mexico and all rules,
regulations, and orders of the Oil Conservation Division of the Energy and Minerals
Department, and upon clean-up of the plant site to standards of the Oil Conservation
Division; otherwise the principal amount of the bond to be forfeited to the State of
New Mexico.

The applicant has deposited on behalf of the Division \$25,000 (Twenty-five
thousand dollars) in the manner indicated on the attachment to this bond, being the
principal sum intended to be secured. Applicant pledges the sum as a guarantee that
if its executors, assigns, heirs and administrators will abide by the Laws of the
State of New Mexico and the Rules and Regulations of the Oil Conservation Division in
operating the treating plant described herein, and that it will properly reclaim the
plant site upon cessation of operations. If the applicant does not properly reclaim
and restore the plant site, and otherwise abide by the Rules and Orders of the Oil
Conservation Division, this bond shall be forfeited in full and such funds as
necessary, applied to the cost of reclaiming the plant site. If the principal sum of
the bond is less than the actual cost incurred by the Division in reclaiming the
plant site, the Division may institute legal action to recover any amounts expended
over and above the principal sum of the bond.

NOW THEREFORE, if the above applicant or its successors, assigns, heirs, or
administrators or any of them shall properly reclaim and restore the above-described
treating plant site upon cessation of operations, and otherwise abide by the Rules
and Orders of the Oil Conservation Division, then therefore, this obligation shall be
null and void and the principal sum hereof shall be paid to the applicant, or its
successors, heirs, or administrator, otherwise it shall remain in full force and
effect.

Signed and sealed this 1st day of July, 19 88.

Petro-Thermo Corporation

P.O. Box 2069; Hobbs, New Mexico
Mailing Address

By  President
Signature Title

(Note: Principal, Corporation
Affix corporate seal here.)

ACKNOWLEDGEMENT FORM FOR NATURAL PERSONS

STATE OF _____)
COUNTY OF _____) ss.

On this _____ day of _____, 19____, before me personally appeared _____, to me known to be the person (persons) described in and who executed the foregoing instrument and acknowledged that he (they) executed the same as his (their) free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on the day and year in this certificate first above written.

Notary Public

My Commission expires _____

ACKNOWLEDGEMENT FORM FOR CORPORATION

STATE OF New Mexico)
COUNTY OF Lea) ss.

On this 1st day of July, 1988, before me personally appeared Robert W. Abbott, to me personally known who, being by me duly sworn, did say that he is President of Petro Thermo Corporation and that the foregoing instrument was signed and sealed on behalf of said corporation by authority of its board of directors, and acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on the day and year in this certificate first above written.

4-23-92

Rose M. Dick
Rose M. Dick Notary Public

My Commission expires _____

APPROVED BY:

OIL CONSERVATION DIVISION OF NEW MEXICO

By [Signature]

Date _____

PETRO-THERMO CORPORATION

P.O. BOX 2069 PHONES (505) 393-2417 — 397-3557
HOBBS, NEW MEXICO 88241-2069

July 1, 1988



OCD-147

Certified Mail

Return Receipt Requested

Ms. Diane Richardson
New Mexico Oil Conservation Division
P.O. Box 2088
Santa Fe, N.M. 87504-2088

RE: Treating Plant Bond

Dear Diane:

Per our telephone conversation dated June 28, 1988, I have executed the cash collateral bond and enclosed the original forms for our bond file.

This bond replaces and cancels our previous bond. If you have any questions, please do not hesitate to contact me.

Sincerely,

Petro-Thermo Corporation

Robert W. Abbott
President

RWA/db

Enclosures: As stated

Adopted 9-1-86

ASSIGNMENT OF CASH COLLATERAL DEPOSIT
for TREATING PLANT BOND

(Must be a federally-insured bank or savings institution
within the State of New Mexico)

Date July 1, 1988

Pursuant to Rule 312 of the Rules of the Oil Conservation Division, or successor provisions, Petro-Thermo Corporation (hereinafter referred to as "owner") of P.O. Box 2069, Hobbs, N.M. (address) has deposited with the Sunwest Bank of Hobbs, N.M. (name of state or national bank or savings association) of P.O. Box 5310, Hobbs, N.M. (address) (herein termed financial institution), the sum of \$25,000 dollars in Certificate of Deposit or savings account No. 16-00-01-1284. Owner hereby assigns and conveys all right, title and interest in the deposited sum to the financial institution in trust for the Oil Conservation Division of the Energy and Minerals Department or successor agency of the State of New Mexico. Owner and the financial institution agree that as to the deposited sum or fund:

- a. The funds deposited pursuant to the terms of this Agreement are to serve as a cash bond covering a treating plant operated by owner.
- b. The Oil Conservation Division acquires by this assignment the entire beneficial interest in the fund, with the right to order the trustee in writing to distribute the fund to persons determined by the division to be entitled thereto, including the Division itself, in amounts determined by the Division, or to the operator upon sale of the treating plant covered by this agreement.
- c. Owner retains no legal or beneficial interest in the fund and has only the right to interest, if any, thereon, and to return of the fund upon written order of the Division.
- d. The financial institution agrees that the fund may not be assigned, transferred, pledged or distributed except upon written order of the Division or a court of competent jurisdiction made in a proceeding in which the Division is a party. The financial institution waives all statutory or common law liens or rights of set-off against the fund.

Owner agrees that the financial institution may deduct from interest due owner any attorney fees incurred by the financial institution if claim or demand via writ, summons or other process arising from operator's business is made upon the financial institution.

Robert W. Abbott
Signature of Owner,
Personally or by Authorized Officer

Vicki Moose
Signature of Authorized Officer of
Financial Institution Vicki Moose

President
Title

Assistant Vice President
Title

STATE OF NEW MEXICO

COUNTY OF Lea

On this 1st day of July, 19 88, before me personally appeared Robert W. Abbott and Vicki Moose, to me known to be the person (persons) described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on the day and year in this certificate first above written.

Rose M. Dick
NOTARY PUBLIC Rose M. Dick

My Commission Expires: 4-23-92

SUNWEST

BANK

OF HOBBS, N.A. • HOBBS, N. M.

Certificate of Deposit

DATE

7-01-88

1 00 01

1284

THIS CERTIFIES THAT * * PETRO-THERMO TREATING PLANT BOND ACCOUNT * * * * * HEREINAFTER
ESTABLISHED FOR
AS DEPOSITED TO

HAS DEPOSITED WITH

THIS BANK TWENTYFIVE THOUSAND DOLLARS AND NO/100 * * * * * DOLLARS \$ 25,000.00 * * *

AMOUNT

~~XX~~ The funds represented by this certificate are for the benefit of natural person(s) and are therefore nontransferable except on the books of this Bank.

AUTOMATICALLY RENEWABLE

Payable to said depositor, or his order, upon presentation and surrender of this certificate properly endorsed _____ months after date, with interest thereon at the rate of _____ % per annum from date, interest payable at the expiration of said time. This certificate shall be automatically renewed at maturity for successive periods, subject to the same terms and conditions unless presented for payment by the depositor within 10 days after the original or any subsequent maturity date. Sunwest Bank, however, reserve the right not to renew this certificate at the original or any subsequent maturity date upon mailing to the depositor heretofore at the above address a written notice of its election not to renew this certificate. The bank is prohibited from paying this deposit in whole or in part prior to its maturity, except as provided by law.

SPECIFIED TERM INT. QURT. BY CHECK

Payable to said depositor in current funds upon return of this Certificate properly endorsed on or after 7-01-89 with interest at the rate of 7.25 % per annum for the time specified. No interest paid after maturity. The bank is prohibited from paying this deposit in whole or in part prior to its maturity, except as provided by law.

- ☐ 90 ERNP
☐ 91 ERWP
☐ 92 NR

PRINCIPAL	INTEREST	TOTAL	DATE

Vicki Moore
AUTHORIZED SIGNATURE

⑈00001284⑈ ⑈5016⑈0012⑈

**NEW MEXICO OIL CONSERVATION COMMISSION
FIELD TRIP REPORT**

INSPECTION	CLASSIFICATION	FACILITY	HOURS	QUARTER	HOURS
------------	----------------	----------	-------	---------	-------

Name WAYNE PRICE Date 10/17/95 Miles _____ District I
 Time of Departure 7 AM Time of Return 1:30 PM Car No. G 04721

In the space below indicate the purpose of the trip and the duties performed, listing wells or leases visited and any action taken.

Signature _____

PETRO-THERMO - GOODWIN TREAT PLANT

with CHRIS EUSTICE -

took pictures - attached

Mileage

UIC _____

RFA _____

Other _____

Per Diem

UIC _____

RFA _____

Other _____

Hours

UIC _____

RFA _____

Other _____

**TYPE INSPECTION
PERFORMED**

H = Housekeeping
 P = Plugging
 C = Plugging Cleanup
 T = Well Test
 R = Repair/Workover
 F = Waterflow
 M = Mishap or Spill
 W = Water Contamination
 O = Other

**INSPECTION
CLASSIFICATION**

U = Underground Injection Control - Any inspection of or related to injection project, facility, or well or resulting from injection into any well. (SWD, 2ndry injection and production wells, water flows or pressure tests, surface injection equipment, plugging, etc.)
 R = Inspections relating to Reclamation Fund Activity
 O = Other - Inspections not related to injection or The Reclamation Fund
 E = Indicates some form of enforcement action taken in the field (show immediately below the letter U, R or O)

**NATURE OF SPECIFIC WELL
OR FACILITY INSPECTED**

D = Drilling
 P = Production
 I = Injection
 C = Combined prod. inj. operations
 S = SWD
 U = Underground Storage
 G = General Operation
 F = Facility or location
 M = Meeting
 O = Other

LEA COUNTY
Compulsory Pooling (Case 11475 - Continued from March 21)

Texaco Exploration and Production, Inc. seeks an order pooling all mineral interests in the SW/4 of Sec. 23 for all formations developed on 160-acre spacing, in the W/2 SW/4 of Sec. 23 for all formations developed on 80-acre spacing and in the SW/4 SW/4 of Sec. 23 for all formations developed on 40-acre spacing, in T-26-S, R-37-E, Lea County. Said units are to be dedicated to its No. 1 Rhodes "23" Fed. Com Well, to be drilled at a standard location 660 feet from the South line and 660 feet from the West line in the SW/4 of said Sec. 23 and drilled to the Rhodes Yates-Seven Rivers Gas Pool. Also to be considered will be allocation of well costs, charges for supervision, designation of applicant as operator of the well, and a charge for risk involved in drilling the well. Said are is located approximately 5 miles south-southeast of Jal, New Mexico.

LEA COUNTY
Compulsory Pooling (Case 11476 - Continued from March 21)

Doyle Hartman and Margaret Hartman, d/b/a Doyle Hartman, Oil Operator, seeks an order pooling all mineral interests in the SW/4 of Sec. 23, T-26-S, R-37-E, Lea County, for all formations developed on 160-acre spacing. Said unit is to be dedicated to a well to be drilled at a standard location 1980 feet from the South line and 660 feet from the West line of said Sec. 23 and drilled to the Rhodes Yates-Seven Rivers Gas Pool. Also to be considered will be allocation of well costs, charges for supervision, designation of applicant as operator of the well, and a charge for risk involved in drilling the well. Said area is located approximately 5 miles south-southeast of Jal, New Mexico.

* * * * *

COMMISSION HEARING SET - APRIL 11 - SANTA FE

STATE OF NEW MEXICO
Establish New Rule (Case 11391 - Continued from September 28, 1995)

The Oil Conservation Commission, upon its own motion, has called this hearing to consider enacting a new rule establishing radiation protection standards for the disposal and transfer for disposal of natural occurring radioactive materials (NORM) associated with the oil and gas industry, and which are not subject to regulation under the Atomic Energy Act of 1954, as amended.

STATE OF NEW MEXICO
Amend Rule 116 (Case 11352 - Continued from February 15, 1196)

The Oil Conservation Commission, upon its own motion, has called this hearing to consider the amendment of Rule 116 of its General Rules and Regulations pertaining to the notification of fires, breaks, leaks, spills and blowouts. The proposed amendments to Rule 116 would include and/or exclude certain situations from its coverage.

* * * * *

AWAITING FINAL COMMISSION ACTION - NO EVIDENCE OR TESTIMONY WILL BE TAKEN.

STATE OF NEW MEXICO
Gas Allowables (Case 11468)

The Oil Conservation Division will consider proposed April, 1996 through September 1996 gas allowables for the prorated gas pools in New Mexico.

* * * * *

ORDERS ENTERED

LEA COUNTY
Closing Treating Plant (Case 11457)

Petro-Thermo Corporation has received an order to cease plant operations and clean up and close the plant within six months of the date of this order in accordance with a Division-approved cleanup and closure plan. This is Order No. R-10569; the hearing was held March 21, 1996.

EDDY COUNTY
Unit Agreement (Case 11492)

Strata Production Company has received an order for the West Loving Unit Agreement underlying 1400 acres, more or less, of State, Federal and Fee lands in Eddy County. This is Order No. R-10574; the hearing was held March 21, 1996.

* * * * *

vertical extent, including the Undesignated Antelope Ridge-Atoka Gas Pool. Said units are to be dedicated to the applicant's No. 1 Shamrock " " Fed Com. Well to be drilled at an orthodox " " well location 1330 feet from the North and East lines (Unit G) of the Sec. Also to be considered will be allocation of well costs, charges for supervision, designation of applicant as operator of the well, and a charge for risk involved in drilling the well. Said units are located approximately 16 miles southwest of Eunice, New Mexico.

LEA COUNTY

Compulsory Pooling (Case 11456 - Continued from February 8)

Santa Fe Energy Resources, Inc. seeks an order pooling all mineral interests from the surface to the base of the Bone Spring formation underlying the NE/4 NE/4 of Sec. 18, T-23-S, R-32-E, Lea County, forming a standard 40-acre oil spacing and proration unit for any and all formations and/or pools developed on 40-acre spacing within said vertical extent. Said unit is to be dedicated to the applicant's No. 1 Tomcat 18 Fed. Well to be drilled at an orthodox oil well location. Also to be considered will be allocation of well costs, charges for supervision, designation of applicant as operator of the well, and a charge for risk involved in drilling the well. Said unit is located approximately 4 miles north of the intersection of Highway FAS 1271 and the border between Lea and Eddy Counties.

EDDY COUNTY

Pool Creation, Special Pool Rules and a Discovery Allowable (Case 11464 - Continued from February 8)

Penwell Energy, Inc. seeks the creation of a new pool for the production of oil from the Bone Spring formation comprising the W/2 NE/4 of Sec. 7, T-22-S, R-26-E, Eddy County, the assignment of a discovery allowable, and the promulgation of special pool rules therefor including provisions for 80-acre oil spacing units and designated well location requirements. Said area is located approximately 15 miles south of Loving, New Mexico.

SAN JUAN COUNTY

Permit Requirements (Case 11467 - Continued from February 8)

The Oil Conservation Division, upon its own motion, has called this show cause hearing requiring Southwest Water Disposal, Inc. (SWD) to appear and show cause why it should not be ordered to comply with its permit requirements and close its commercial clay lined surface evaporation pond located in the SE/4 SW/4, Sec. 32, T-30-N, R-9-W, San Juan County. Said facility is located approximately 3 miles north-northeast of Blanco, New Mexico.

LEA COUNTY

Closing of Treating Plant (Case 11457 - Continued from February 8)

The New Mexico Oil Conservation Division, upon its own motion, has called this hearing to require Petro-Thermo Corporation to appear and show cause why its Goodwin Treating Plant located in the SW/4 NW/4 of Sec. 31, T-18-S, R-37-E, Lea County, should not: (1) be ordered to cease operations, (2) have its permit to operate revoked, (3) be closed and cleaned up, (4) be closed by the Division if Petro-Thermo does not close it, (5) have the costs of closure and cleanup assessed against Petro-Thermo if closed by the Division, and (6) have its \$25,000 bond forfeited. Said plant is located approximately 9 miles west of Hobbs, New Mexico.

* * * * *

ORDERS ENTERED

MCKINLEY COUNTY

Plug and Abandon Wells (Case 11354)

The Oil Conservation Division, upon its own motion, has dismissed this case, which the operator, Nerdlihc Company, Inc. and all other interested parties could appear and show cause why five wells in McKinley County, should not be plugged and abandoned in accordance with a division-approved plugging program. This is Order No. R-10473-A; the hearing was held January 18, 1996.

LEA COUNTY

Unit Agreement (Case 11445 - Continued from January 11)

Yates Petroleum Corporation seeks approval of a unit agreement for its proposed Papalotes Exploratory Unit Agreement containing 2,583.6 acres, more or less, of State and Fee lands comprising all of Secs. 26, 34 and 35, T-14-S, R-34-E and Sec. 2, T-15-S, R-34-E. Said unit is located approximately 9 miles west of Hillburn City, New Mexico.

LEA COUNTY

Closing of Treating Plant (Case 11457)

The New Mexico Oil Conservation Division, upon its own motion, has called this hearing to require Petro-Thermo Corporation to appear and show cause why its Goodwin Treating Plant located in the SW/4 NW/4 of Sec. 31, T-18-S, R-37-E, Lea County, should not: (1) be ordered to cease operations, (2) have its permit to operate revoked, (3) be closed and cleaned up, (4) be closed by the Division if Petro-Thermo does not close it, (5) have the costs of closure and cleanup assessed against Petro-Thermo if closed by the Division, and (6) have its \$25,000 bond forfeited. Said plant is located approximately 9 miles west of Hobbs, New Mexico.

* * * * *

ORDERS ENTERED

STATE OF NEW MEXICO

Amend Rule 104 (Case 11351)

The Oil Conservation Commission, upon its own motion, has ordered the amendment of Rule 104 pertaining to unorthodox well locations and non-standard units. This is Order No. R-10533; the hearing was held November 9, 1995.

STATE OF NEW MEXICO

Rules and Regulations to Company with NM Administrative Code (Case 11451)

The Oil Conservation Commission, upon its own motion, has ordered the adoption of the reformatted Rules and Regulations of the Oil Conservation Division. This is Order No. R-10534; the hearing was held January 18, 1996.

ADMINISTRATIVE ORDERS

LEA COUNTY

Commingling (Order CTB-418)

Amerada Hess Corporation is hereby authorized to commingle Monument Abo pool production from the following leases:

No. 1 Monument Abo Well, NE/4 NW/4, Sec. 2, T-20-S, R-36-E, Lea County.

No. 2 Monument Abo '35' Well, SW/4 SW/4, Sec. 35, T-18-S, R-31-E, Lea County.

Production shall be allocated to each lease by separately metering the production from each well prior to commingling. This is Order CTB-418, signed January 4, 1996.

LEA COUNTY

Downhole Commingling (Order DHC-1180 - Amended)

Texaco Exploration & Production, Inc. has received an exception to Rule 303-A for the No. 15 B. F. Harrison 'B' Well, located in Unit P, Sec. 5, T-23-S, R-37-E, North Teague Tubb Associated and North Teague Drinkard-Abo Pools, Lea County, to permit commingling from the pools in the wellbore. Total commingled oil production from the subject well shall not exceed 50 barrels per day, and total water production shall not exceed 100 barrels per day. The maximum amount of gas which may be produced daily from the well shall be determined by Division Rules and Regulations or by Division Rules and Regulations applicable to the subject pools. Assignment of allowable to the well and allocation of production from the well shall be based 18 percent oil, 21 percent gas for the North Teague Tubb Associated Pool; 82 percent oil, 79 percent gas for the North Teague Drinkard-Abo Pool. This is Order DHC-1180, amended, signed January 8, 1996.

B

STATE OF NEW MEXICO
ENERGY, MINERALS AND NATURAL RESOURCES DEPARTMENT
OIL CONSERVATION DIVISION

APPLICATION OF THE NEW MEXICO OIL CONSERVATION DIVISION FOR A SHOW CAUSE HEARING REQUIRING PETRO-THERMO CORPORATION TO APPEAR AND SHOW CAUSE WHY ITS GOODWIN TREATING PLANT LOCATED IN THE SW/4 NW/4 OF SECTION 31, TOWNSHIP 18 SOUTH, RANGE 37 EAST, LEA COUNTY, NEW MEXICO SHOULD NOT: (1) BE ORDERED TO CEASE OPERATIONS, (2) HAVE ITS PERMIT TO OPERATE REVOKED, (3) BE CLOSED AND CLEANED UP, (4) BE CLOSED BY THE DIVISION IF PETRO-THERMO DOES NOT CLOSE IT, (5) ASSESS THE COSTS OF CLOSURE AND CLEANUP AGAINST PETRO-THERMO IF CLOSED BY THE DIVISION, AND (6) HAVE ITS \$25,000 BOND FORFEITED.

RECEIVED
APR 12 1996
JULIO HUBBS
OFFICE

CASE NO. 11457
ORDER NO. R-10569

ORDER OF THE DIVISION

BY THE DIVISION:

This cause came on for hearing at 8:15 a.m. on March 21, 1996, at Santa Fe, New Mexico, before Examiner David R. Catanach.

NOW, on this 25th day of March, 1996, the Division Director, having considered the record and the recommendations of the Examiner, and being fully advised in the premises.

FINDS THAT:

- (1) Due public notice having been given as required by law, the Division has jurisdiction of this cause and the subject matter thereof.
- (2) Petro-Thermo Corporation (the "Operator") is the operator of the Goodwin Treating Plant (the "Plant") located in the SW/4 of the NW/4 of Section 31, Township 18 South, Range 37 East, NMPM, Lea County, New Mexico.
- (3) The Plant was permitted by Oil Conservation Commission Order No. R-4061. At that time, a \$10,000 performance bond was filed with the Division which bond was conditioned upon compliance with applicable statutes of the State of New Mexico and all rules, regulations, and orders of the Oil Conservation Commission. The bond was subsequently increased to \$25,000 in 1988 pursuant to Order No. R-8284.

(4) The Plant has been inactive for a period in excess of six (6) consecutive months. Pursuant to Oil Conservation Division (OCD) Rule 711(D), titled "Facility Closure", notice was sent by certified letter by the OCD to Operator notifying Operator that closure plans for the Plant must be submitted to the OCD by August 14, 1995, detailing how Operator planned to clean up and restore the Plant site.

(5) By letter dated August 14, 1995, Operator requested that it be allowed to continue operating the Plant. The OCD responded by certified letter dated September 1, 1995, requesting additional information before the OCD would consider the request.

(6) By letter dated September 15, 1995, Operator responded to the OCD September 1, 1995, letter by setting forth a closure plan and requesting that Operator be allowed to access its \$25,000 bond to pay for costs of closure since Operator had no financial resources to pay for closure. By certified letter dated October 10, 1995, sent to Operator, the OCD rejected Operator's closure plan and Operator's request to access its \$25,000 bond, set forth closure actions to be taken by Operator by November 10, 1995, and informed Operator that unless such actions were taken by November 10, 1995, the OCD would call for hearing for the purpose of revoking Operator's permit and foreclosing on its \$25,000 bond.

(7) By letter dated November 3, 1995, Operator declined to take the actions requested by the OCD in its October 10, 1995, letter and expressed its desire to delay closure of the Plant.

(8) The \$25,000 bond (Bond No. OCD-147) is a cash bond and was approved by the OCD on July 5, 1995.

(9) The subject Plant has been inactive for a period of six (6) consecutive months and, pursuant to Operator's permit and OCD Rule 711, Operator is required to close the facility.

(10) Demand has been made upon Operator to close the Plant in accordance with OCD requirements and the Operator has failed to do so.

(11) At this time, the Division seeks an order: (i) directing Operator to cease operations at the Plant, (ii) revoking Operator's permit to operate the Plant, (iii) directing Operator to clean up and close the Plant, (iv) authorizing the Division to clean up and close the Plant if Operator fails to do so, (v) assessing the costs of cleanup and closure against Operator if the Division performs the cleanup and closure, and (vi) foreclosing on Operator's bond.

(12) The current conditions of the Plant are such that waste may occur, correlative rights may be violated or fresh waters or the environment may be contaminated if action is not taken to properly clean up and close the same.

(13) The Operator appeared through counsel and has consented to the entry of this Order.

(14) In order to prevent waste, to protect correlative rights, and to protect fresh waters and the environment, the above-described Plant should be cleaned up and closed in accordance with a program approved by the supervisor of the Hobbs District Office of the New Mexico Oil Conservation Division on or before six (6) months from the entry of this Order.

IT IS THEREFORE ORDERED THAT:

(1) Petro-Thermo Corporation cease Plant operations and clean up and close the Plant within six (6) months of the date of this order in accordance with a Division-approved cleanup and closure plan.

(2) Petro-Thermo's operating permit for the Plant is hereby revoked. Petro-Thermo is however authorized to attempt to sell the Plant and remove and sell any equipment and product located thereon. If the Plant is sold, and assuming the new buyer posts a bond pursuant to Division Rule 711 and the transfer of the operating permit is approved by the Division, the new buyer will be given six (6) months from the date of sale to clean up the Plant.

(3) If Petro-Thermo fails to close the Plant as ordered in (1) above, the Division is hereby authorized to:

- i. clean up and close the Plant;
- ii. declare forfeit on Petro-Thermo's bond and take such action to foreclose on said bond; and
- iii. recover from Petro-Thermo any costs of closing said Plant in excess of the amount of the bond, if any.

(4) Jurisdiction of this cause is retained for the entry of such further orders as the Division may deem necessary.

CASE NO. 11457
Order No. R-10569
Page -4-

DONE at Santa Fe, New Mexico, on the day and year hereinabove designated.

STATE OF NEW MEXICO
OIL CONSERVATION DIVISION

W. J. Lemay Deputy Director

WILLIAM J. LEMAY
Director

S E A L



cc: JERRY SEXTON

AGUA

Division of Petro-Thermo Corp.
POST OFFICE BOX 92090
PASADENA, CALIFORNIA
91109-2090

TELEPHONE (505) 393-6188
(800) 336-3730

August 14, 1995

William J. LeMay
Oil Conservation Division
2040 S. Pacheco
Santa Fe, NM 87505

RE: Petro-Thermo Goodwin Treating Plant
SW/4 NW/4 of Sec. 31-T18S-R37E, Lea County, NM

Dear Mr. LeMay:

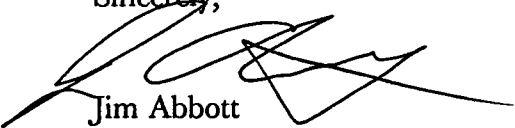
In response to your letter dated 6-17-95, Petro-Thermo Corp. (PTC) wishes to continue operation of our Goodwin Treating Plant (GTP), but on a smaller scale. As you may know, we terminated our PTC trucking operations in July, 1994, but we still operate two small SWD systems that occasionally we treat oil from.

Accordingly, we plan to sell some oil before the end of this month. We will forward the C-117-A form when this takes place. We anticipate a sales transaction about once every six months, as the treatable volume of oil collected from the SWD operations takes several months to accumulate.

With this in mind, we feel the continued, but limited operation of the GTP is necessary, and closure plans are premature. As we have done without interruption in the past (since 1967), we will continue to have contract personnel taking care of the GTP daily operations.

If you have any further questions or comments I can be reached at phone numbers and address above.

Sincerely,



Jim Abbott
Manager

xc: Wayne Price, OCD Hobbs Office

RECEIVED

AUG 22 1995

OCD HOBBS
OFFICE



STATE OF NEW MEXICO
ENERGY, MINERALS AND NATURAL RESOURCES DEPARTMENT

OIL CONSERVATION DIVISION

2040 S. PACHECO
SANTA FE, NEW MEXICO 87505
(505) 827-7131

June 17, 1995

CERTIFIED MAIL

RETURN RECEIPT NO. P-176-012-149

Mr. Jim Abbot, Manager
Petro-Thermo Corporation
PO Box 92090
Pasadena, California 91190

Re: **PETRO-THERMO CORPORATION
GOODWIN TREATING PLANT
LEA COUNTY, NEW MEXICO**

RECEIVED

JUN 20 1995

**OCD HOBBS
OFFICE**

Dear Mr. Abbot:

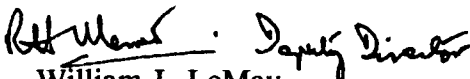
New Mexico Oil Conservation Division (OCD) records indicate that the Petro-Thermo Corporation (Petro-Thermo) Goodwin Treating Plant, located in the SW/4 NW/4 of Section 31, Township 18 South, Range 37 East, NMPM, Lea County, New Mexico, has been inactive in excess of six (6) consecutive months.

Pursuant to OCD rule 312.A.13., you are required to submit closure plans detailing how Petro-Thermo plans to clean up and restore the facility site. Closure shall be in accordance with a plan acceptable to the Division Director and may include removal or demolition of buildings, removal of all tanks, vessels, equipment or hardware, containment and removal of fluids and chemicals, removal of contaminated soils, backfilling and grading of pits, and general reclamation of the plant site. Please submit a closure plan no later than August 14, 1995 or the OCD will take action to address Petro-Thermo's continuing violation of OCD rules.

To help you in preparing your closure plan, enclosed you will find the OCD's "GUIDELINES FOR REMEDIATION OF LEAKS, SPILLS AND RELEASES" which provides guidance for the remediation of contaminants resulting from leaks, spills and releases of oilfield wastes or products.

If you have any questions, please contact Chris Eustice at (505) 817-7153.

Sincerely,

by 
William J. LeMay
Director

Enclosure

xc: Wayne Price, OCD Hobbs Office
Jerry Sexton, OCD Hobbs Office

OIL CONSERVATION DIVISION

2040 S. Pacheco
Santa Fe, New Mexico 87505

September 1, 1995

CERTIFIED MAIL

RETURN RECEIPT NO. P-176-012-181

Mr. Jim Abbot, Manager
Petro-Thermo Corporation
PO Box 92090
Pasadena, California 91190

RECEIVED

SEP 05 1995

GOOD HOBBS
OFFICE

**Re: PETRO-THERMO CORPORATION
GOODWIN TREATING PLANT
LEA COUNTY, NEW MEXICO**

Dear Mr. Abbot:

New Mexico Oil Conservation Division (OCD) has received Petro-Thermo Corporation's (Petro-Thermo) request dated August 14, 1995 that the Goodwin Treating Plant, located in the SW/4 NW/4 of Section 31, Township 18 South, Range 37 East, NMPM, Lea County, New Mexico, be allowed to continue operating.

For the OCD to consider the request, Petro-Thermo must submit the following by September 15, 1995:

1. Petro-Thermo will submit a work plan to the OCD Santa Fe Office for approval that addresses the clean up of contaminated soils and the restoration of integrity of all storage tanks at the facility. The work plan must contain specific actions to be taken and dates for such action.
2. Petro-Thermo will submit a modification plan describing in detail the downsizing of the treating facility.
3. Petro-Thermo will obtain OCD approval prior to disposal of all wastes.
4. Petro-Thermo will submit a routine inspection and maintenance plan to ensure permit compliance.

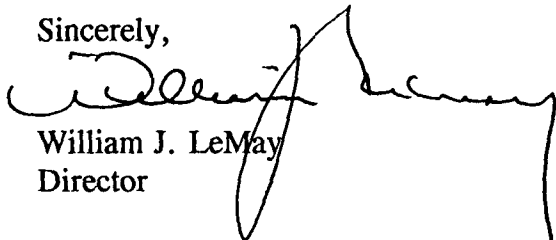
Mr. Abbott
September 1, 1995
Page 2

5. Petro-Thermo will consult with the OCD Hobbs District Office to verify and demonstrate that the Goodwin Waste Water Well No. E-31, permitted for injection by Division Order No. SWD-68 and located in Unit E of Section 31, Township 18 South, Range 37 East, NMPM, is in compliance with current UIC Rules and Regulations and that its continued use does not pose a threat to any underground sources of drinking water.

If Petro-Thermo fails to provide any of the above requested information by the specified times, the Director of the OCD will order Petro-Thermo to close the facility pursuant to an OCD approved closure plan and properly plug and abandon the Goodwin Waste Water Well No. E-31. If Petro-Thermo fails to close the facility and plug the Goodwin Waste Water Well No. E-31 in accordance with such order, the OCD will initiate enforcement action including, but not limited to, forfeiting the \$25,000 bond for the treating plant and the \$50,000 blanket plugging bond for the injection well and seeking the imposition of civil and/or criminal penalties. Please note that Petro-Thermo is now subject to the new amended Rule 711 (enclosed) which incorporated former Rule 312. OCD Rule 711.D.2.c. states: "In the event forfeiture of the financial assurance is required by this rule, the Director shall proceed to collect the forfeited amount and use the funds collected from the forfeiture to complete the closure. In the event the amount forfeited is insufficient for closure, the permittee shall be liable for the deficiency". OCD Rule 101.M. has similar language regarding the \$50,000 bond for the injection well.

If you have any questions regarding this letter, please call Chris Eustice at (505) 827-7153.

Sincerely,



William J. LeMay
Director

Enclosure

xc: Jerry Sexton, OCD Hobbs Office
David Catanach, UIC Director, OCD Santa Fe Office
Mark Schmidt, State Land Office (Santa Fe)
Eric Nelson, State Land Office (Hobbs)

RECEIVED

SEP 05 1995

**OCD HOBBS
OFFICE**

IV FACILITY SITE INFORMATION

A. GENERAL SITE INFORMATION

The former Petro-Thermo Corporation, Goodwin Treating Plant facility is located in SW/4 NW/4 Section 31, Township 18 South, Range 37 East, NMPM Lea County, New Mexico. The surface is owned by the state of New Mexico. The facility consist of 23 tanks each with a buried drum or box sump, two large insulated treaters, 6 empty drums, burred pipes, an emergency overflow pit, a pile of tank-bottoms and associated equipment and trash including pipe, tires, catwalks, pump and motor. Utilities to be considered include power pole with transformer, junction box and a possible buried gas line. Depth to ground water has been estimated at 45 to 60 feet. The local ground water gradient is estimated to be toward the southeast.

<u>TANK #</u>	<u>VOLUME</u>	<u>TYPE</u>	<u>AMOUNT OF MATERIAL</u>
1	500 bbl	redwood	empty
101	500 bbl	steel bolted	1 foot
102	500 bbl	steel bolted	2 feet
103	500 bbl	steel bolted	empty
104	500 bbl	steel bolted	1.5 feet
105	500 bbl	steel bolted	1 foot
106	500 bbl	steel bolted	4 feet
107	500 bbl	steel bolted	1 foot
108	500 bbl	steel bolted	250 bbl
109	500 bbl	steel bolted	250 bbl
110	500 bbl	steel bolted	1 foot
111	500 bbl	redwood	500 bbl
112	500 bbl	redwood	500 bbl
113	500 bbl	steel bolted gun barrel	8 feet
114	500 bbl	redwood	500 bbl
115	200 bbl	redwood	200 bbl
116	200 bbl	redwood	200 bbl
117	200 bbl	redwood	200 bbl
118	200 bbl	redwood	100 bbl
121	500 bbl	redwood	330 bbl
122		poly	empty (acid)
123	10,000 gal	welded horizontal	empty
#?	1000 bbl	steel bolted	empty

<u>ITEM</u>	<u>APPROXIMATE DEMINSIONS</u>
-------------	-------------------------------

Facility	350 feet x 350 feet
Emergency pit	60 feet x 60 feet
Tank-bottom pile	30 feet x 26 feet x 2 feet

B. ADDITIONAL SITE INFORMATION

Photos and a facility map are available upon request.

V SPECIFICATIONS

A. TECHNICAL SPECIFICATIONS

The contractor shall:

1. Survey facility, tanks, treaters, and equipment for NORM;\
2. Remove and recycle or dispose of fluids and solids in tanks;
3. Remove and recycle or dispose of all tank-bottom solids to an OCD-approved waste management facility;
4. Remove and recycle or dispose of all tanks, vessels, treaters, underground pipes, hardware, equipment and debris including pipes, drums, tires, catwalks, pump, motor, electrical junction box, power pole and transformer;
5. Investigate the extent of surface contamination beneath each tank and sump area;
6. Investigate extent of total petroleum hydrocarbons (TPH), benzene, toluene, ethylbenzene, xylene (BTEX), benzene, and chloride within the emergency overflow pit. Samples will be taken at 3-5 feet below ground surface (bgs) and then at 10 foot intervals. Field photo ionization detector (PID) measurements will be used as a screening tool. A sample from each interval will be analyzed for TPH and Chloride. A minimum of one sample from the highest PID sample location and one bottom hole sample will be sent for laboratory analysis to confirm the concentration and extent of BTEX and benzene. Upon OCD-approval a chloride field test may be used to delineate the presents of chloride. If a field chloride test is approved for use, a minimum of one but no more than two samples will be sent for laboratory analysis to confirm the concentration and extent of chloride beneath the emergency pit;

7. Complete the bore-hole as a 2-inch ground water monitor well. The well completion will be as follows:
- At least 15 feet of well screen shall be placed across the water table interface with 5 feet of the well screen above the water table and 10 feet of the well screen below the water table.
 - An appropriately sized gravel pack shall be set in the annulus around the well screen from the bottom of the hole to 2-3 feet above the top of the well screen.
 - A 2-3 foot bentonite plug shall be placed above the gravel pack.
 - The remainder of the hole shall be grouted to the surface with cement containing 3-5% bentonite.
 - A concrete pad and locking well cover shall be placed around the well at the surface.
 - The well shall be developed after construction using EPA approved procedures.
8. Sample the ground water no less than 24 hours after the well is developed. The ground water from the monitor well must be purged, sampled and analyzed for concentrations of benzene, toluene, ethylbenzene, xylene, polycyclic aromatic hydrocarbons (PAH), total dissolved solids (TDS), major cations/anions and New Mexico Water Quality Control Commission (WQCC) metals using EPA approved methods and quality assurance/quality control (QA/QC) procedures;
9. Remove surface contaminated soils that are in excess of 100 ppm TPH, 50 ppm BTEX, and 10 ppm benzene. Surface soil removal may not exceed 5 feet of excavated depth;
- Note: If upon investigation ground water is found to be in excess of 50 feet bgs removal of surface contaminated soils will be limited to those in excess of 1000 ppm TPH, 50 ppm BTEX, and 10 ppm benzene. Surface soil removal may not exceed 5 feet of excavated depth;
10. Backfill excavations with clean soil to provide positive runoff. Soil will be back-hauled and stockpiled on location during the soil contamination removal phase of the project;
- Note: If further investigation and excavation is required the OCD may determine that back filling will not be required under this contract.
11. Disc, seed with a native vegetation, and mulch; and

Note: If further investigation and excavation is required the OCD may determine that site restoration will not be required under this contract.

12. Prepare and deliver to EMNRD OCD a final report that documents the facility cleanup, investigation and restoration activities.

Exhibit 1

RECEIVED
SEP 26 1995
OCC HOBBS
OFFICE

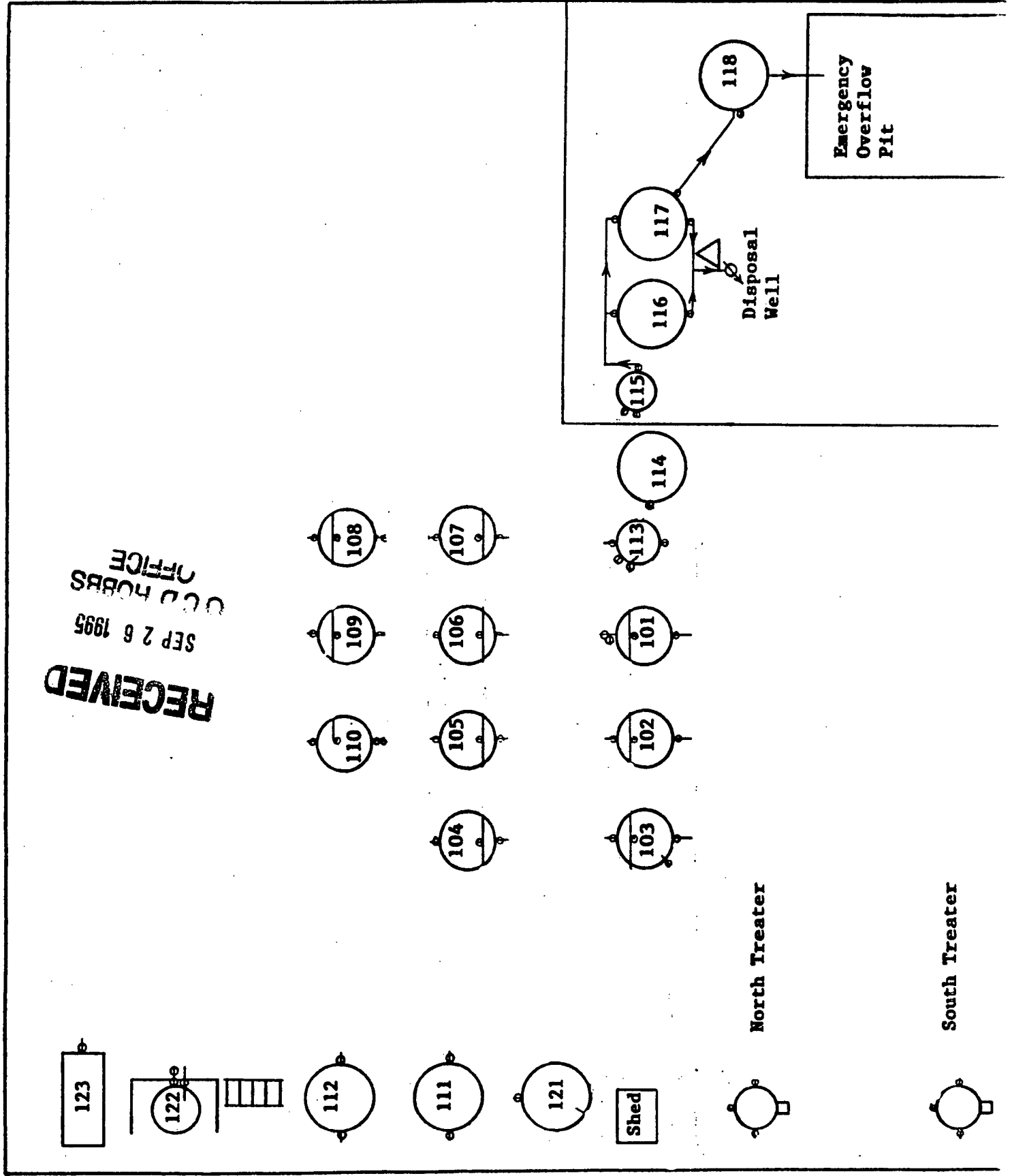




Photo 1
County Road entrance

Looking East



Photo 4
Tank 121

03-16-95

Looking North



Photo 2

03-16-95

Looking East



Photo 5
Tank 112

03-16-95



Photo 3
Tanks on left 104, 105, 106, 107, #?, 123
Tanks on right 103, 102, 101, 113,
Tank center back 1

03-16-95

Looking East



Photo 6
Agua Inc. Injection well and celler

04-01-97



Photo 7 04-01-97 Looking West
Insulated treaters



Photo 8 04-01-97 Looking NW
Tanks in first row 103, 102, 101, 113, 114, 115, 116

Photo 11 04-01-97 Looking NE →
Tanks 117, 1 and pump and drums



Photo 9 04-01-97 Looking North
Tanks 114, 115, 116, 117 and pump and drums



Photo 10 04-01-97 Looking NE
Tanks 117 and 1 and pump





Photo 12 04-01-97 Looking East
Tank 118 and overflow pit



Photo 13 04-01-97 Looking SE
Overflow pit and some trash SE corner of facility



Photo 14 04-01-97 Looking NW
Tanks 121, 111, 112 and 122



Photo 15 04-01-97 Looking West
Tanks 101, 102, 103 and 121



Photo 16 04-01-97 Looking East
Tanks 104, 105, 106, 107, #?, and 123



Photo 17 04-01-97 Looking East
Tanks on the left 110, 109, 108
Tanks on the right 106, 107, #?, and 123



Photo 19 04-01-97 Looking East
Tank 117 sump



Photo 18 04-01-97 Looking East
Tank 116 sump



Photo 20 04-01-97 Looking NE
Trash and debris



Photo 21 04-01-97 Looking NW
Tank bottom pile in the NW corner of facility

OIL CONSERVATION DIVISION

2040 S. Pacheco
Santa Fe, New Mexico 87505

October 10, 1995

CERTIFIED MAIL

RETURN RECEIPT NO. Z-765-962-568

Mr. Jim Abbot, Manager
Petro-Thermo Corporation
PO Box 92090
Pasadena, California 91190-2090

RECEIVED

OCT 10 1995

OCD HOBBS
OFFICE

**Re: PETRO-THERMO CORPORATION
GOODWIN TREATING PLANT
LEA COUNTY, NEW MEXICO**

Dear Mr. Abbot:

New Mexico Oil Conservation Division (OCD) has received Petro-Thermo Corporation's (PTC) Closure Plan dated September 15, 1995 for the Goodwin Treating Plant, located in the SW/4 NW/4 of Section 31, Township 18 South, Range 37 East, NMPM, Lea County, New Mexico.

PTC's Closure Plan is not approvable for the following reasons:

1. PTC cannot access the \$25,000 bond until the closure of the facility has been completed and the OCD approves the release of the bond.
2. The closure plan did not address tank numbers 122 and 123 or the demolition of the storage buildings.
3. The closure plan did not address the gross soil staining that has been documented by numerous OCD inspections of the facility. The staining is a result of a number of leaks that have also been documented by the OCD.
4. The closure plan did not address the pit that is present at the facility.
5. The closure plan did not address the leveling of the berms.
6. The closure plan did not address the disposal and/or removal of miscellaneous equipment such as piping, drums, hoses, pumps, and various refuge.

Mr. Abbott
October 10, 1995
Page 2

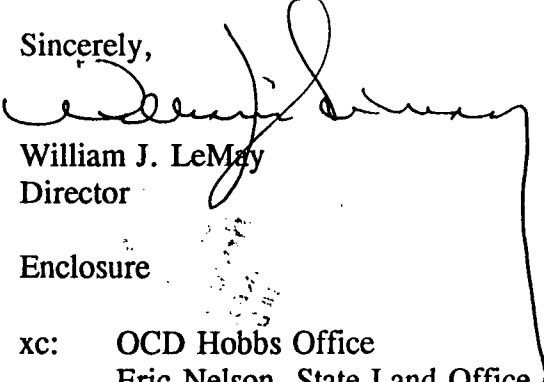
Therefore, the OCD hereby requires that Petro-Thermo take the following actions to close the facility by November 10, 1995:

1. All tanks and gunbarrels will be emptied and their contents disposed of at an OCD approved waste management facility.
2. After the above referenced tanks have been emptied of their contents, the tanks will be removed from the facility.
3. Any buildings or miscellaneous surface equipment will be demolished and disposed of properly.
4. All stained and contaminated soils will be investigated to determine the vertical and horizontal extent of contamination, and cleaned up according to the OCD "Guidelines for Remediation of Leaks, Spills and Releases" (attached).
5. All berms will be leveled.
6. Petro-Thermo will contact Mr. Jerry Sexton, the OCD Hobbs District Supervisor, to obtain written approval to transfer any surface tank(s) associated with the treating plant to the salt water disposal well operations.
7. Notify the OCD Santa Fe Office 48 hours prior to any closure activities to allow the OCD the opportunity to witness the work and/or split samples.

If Petro-Thermo fails to comply with any of the above requirements by November 6, 1995, the Director of the OCD will call a hearing for the purpose of revoking the facility permit and foreclosing on the \$25,000 bond. The Director shall then proceed to collect the foreclosed-upon amount to conduct the closure. In the event the amount forfeited is insufficient for closure, Petro-Thermo shall be held liable for the deficiency.

If you have any questions regarding this letter, please call Chris Eustice at (505) 827-7153.

Sincerely,



William J. LeMay
Director

Enclosure

xc: OCD Hobbs Office
Eric Nelson, State Land Office

RECEIVED
OCT 25 1995
OCD HOBBS
OFFICE

TO: CHRIS EOSTICE
NM OCA - Santa Fe

ate Wurlitzer piano
397-5096 or after 5 392-
559.

**112 OILFIELD SERVICES
& EQUIP.**

SALT Water Disposal Well
and treating plant for sale, 11
miles west of Hobbs, NM on
62/180. Includes well Nat J-
60 Triplex, tanks and SWD
lines. \$85,000 Call (800)
336-3730 or (505) 294-8115.

121 PETS

5 Week old puppies, free to
good home. Will be big
Call 392-4901.

ma puppies
females

ARS,
-k

Wayne,

I think this was in Sunday's Hobbs-Newsun
on 11-19 or 11-26

Erik



Agua Inc. Corbin Abo
SWD G-31
G-31-17-33 - Inspection
5/12/99

90'X90' open
unlined pit, netted but with gaps where
birds can get into it. No standing fluid.
Fluid has been put into the pit before.

Spill 30 X 150'
historical

Sump with
oil standing

28 X 8 - 8000bbl
redwood tank.
Buried 3'

Suction

Plunger Pump -
Concrete bottom
and sides

Discharge

Concrete cellar
oil saturated dirt
on bottom. Standing
fluid (oil).

Injection well

Tbg. 1400 Psi
Csg. 1200 Psi
5/12/99

Spill 60 X 1150'
Historical

Spill 40 X 350'
Historical

Fence

N

Junction Box-Dresser sleeve and valve

PETRO-THERMO CORPORATION

P.O. BOX 2069

PHONES (505) 393-2417 -- 397-3557

HOBBS, NEW MEXICO 88241-2069

OIL CONSERVATION DIVISION
RECEIVED

'95 SEP 18 AM 8 52



September 15, 1995

William J. LeMay
New Mexico Oil Conservation Division
2040 S. Pacheco
Santa Fe, NM 87505

VIA CERTIFIED MAIL

RECEIVED

SEP 26 1995

**OCD HOBBS
OFFICE**

RE: Petro-Thermo Corporation
Goodwin Treating Plant
Lea County, NM

Dear Mr. LeMay:

Reference is made to your letter of September 1, 1995. In response, Petro-Thermo Corporation (PTC) respectfully wishes to submit the following cessation procedures for the Goodwin Treating Plant (GTP) as requested by the New Mexico Oil Conservation Division (OCD).

PTC operates the GTP, which is located on 2.5 acres of state trust land in the SW/4, NW/4 of Sec. 31, T. 18S, R. 37E. PTC shares a small portion of the site with SWD Well E-31 and attendant tankage, and Goodwin SWD System, located in Unit E of the same section, which are operated by AGUA, division PetroTran Corporation (AGUA), a related entity [See Exhibit 1].

PTC ceased operations July, 1994 and sold all assets to pay creditors, except for the GTP which has minimal market value. PTC ceased hauling produced water, oil, etc. to the GTP at that time. The GTP is not open for disposal, or treating services to outside firms and only accepts a minimal number of barrels of skim oil generated from AGUA's operations. The GTP is a "tank only" facility, and is not permitted to dispose of surface waste of any kind. The location gate is locked to prevent vandalism, as well as for safety considerations. PTC employs a contract pumper who inspects the site daily. Pursuant to my personal inspection of the GTP site September 2, 1995, there are no present spills at the GTP, and the treating plant site is clean and dry.

Because the current GTP operation is very limited, PTC is agreeable to facilitate its closure, in accordance with OCD rule 312.A.13., and respectfully proposes to implement the following plan:

PTC will cause to have emptied GTP storage tanks numbers 101 through 110, and the North and South Treaters, and dispose of all fluids at SWD well E-31, or at another OCD approved site, and/or sell such fluids to a legitimate oil buyer within 6-

William J. LeMay
September 15, 1995
Page 2

RECEIVED
SEP 26 1995
OCD HOBBS
OFFICE

months from September 15, 1995, to be completed by approximately March 15, 1996, in accordance with OCD rule 312.A.13 [See Exhibit 1]. Presently most of these tanks are already empty, or have a few inches of produced water and/or residue oil in them. To our knowledge, all other GTP tanks are already empty except for redwood tanks numbers 111, 112, 114 and 121, and gunbarrel tank number 113, which contain heavy mud and BS&W [See Exhibit 1]. It will be necessary for the solid material in these tanks to be shoveled out, and hauled to an approved oil-field solids waste disposal site, such as Controlled Recovery, Inc., (CRI).

We believe that once all tanks are emptied, they will pose no future threat of contamination to the environment. Barring unforeseen circumstances, we would expect this action to take no longer than 6-months, but would request that an extension of time be granted by the Director, should it not be completed. Eventually, but not possibly within 6-months, PTC could cause all emptied tanks and vessels, to be sold to a third party and removed from location.

PTC will obtain prior OCD approval to dispose of all wastes, and the emptied tanks will be available for OCD inspection at any time until sold and removed. PTC will coordinate and supervise closure activities and will make arrangements with its contract pumper to meet OCD representatives at the GTP for inspection purposes.

To pay for these closure expenditures, it will be necessary for PTC to access and expend its \$ 25,000 GTP cash bond. PTC has no financial resources with which to pay for closure expenditures over and above \$ 25,000, and could not in good faith, contract for any such services that it could not pay for. Therefore, we believe that closure funds should be expended conservatively, with focus on emptying all tankage, which would effectively eliminate any future threat of contamination to the environment from leakage.

In a related matter, AGUA, the legal entity which operates SWD Well No. E-31, located in Unit E of Sec. 31, T. 18S, R. 37E, wishes to address item number 5 of your letter of September 1, 1995. AGUA's SWD operation, located at the Goodwin site [See Exhibit 1], includes Well No. E-31, tanks numbers 115 through 118 and emergency overflow pit, and is connected by pipeline to locations north of the well. For the past 6-months, water injection has averaged 6,000 barrels, and we do not expect any significant increase in the future. The mechanical integrity of the well is sound, as evidenced by our most recent Bradenhead Test dated November, 1994,

which was witnessed by the OCD. To our knowledge, AGUA is in compliance with OCD and UIC Rules and Regulations. However, pursuant to your letter, we contacted OCD representative Mr. Jerry Sexton September 14, 1995, who suggested that AGUA perform a tracer survey on the well to insure AGUA's continued compliance

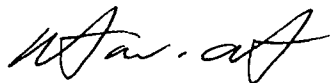
William J. LeMay
September 15, 1995
Page 3

with all applicable OCD regulations. We will make the necessary arrangements and notify Mr. Sexton's office so that an OCD representative may witness this procedure.

Please advise at your earliest convenience, so that we may proceed in resolving these issues. Our mailing address is P. O. Box 92090, Pasadena, CA 91109-2090. For field operations, our telephone number is (505) 393-6188. All other calls should be directed to (800) 336-3730.

Yours truly,

Petro-Thermo Corporation
AGUA, division of
PetroTran Corporation



Robert W. Abbott
President

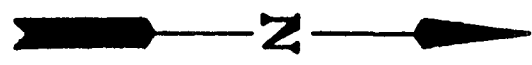
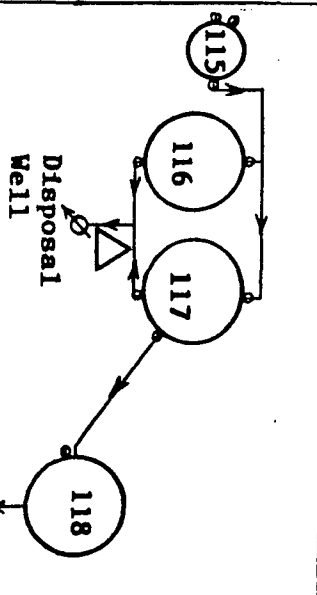
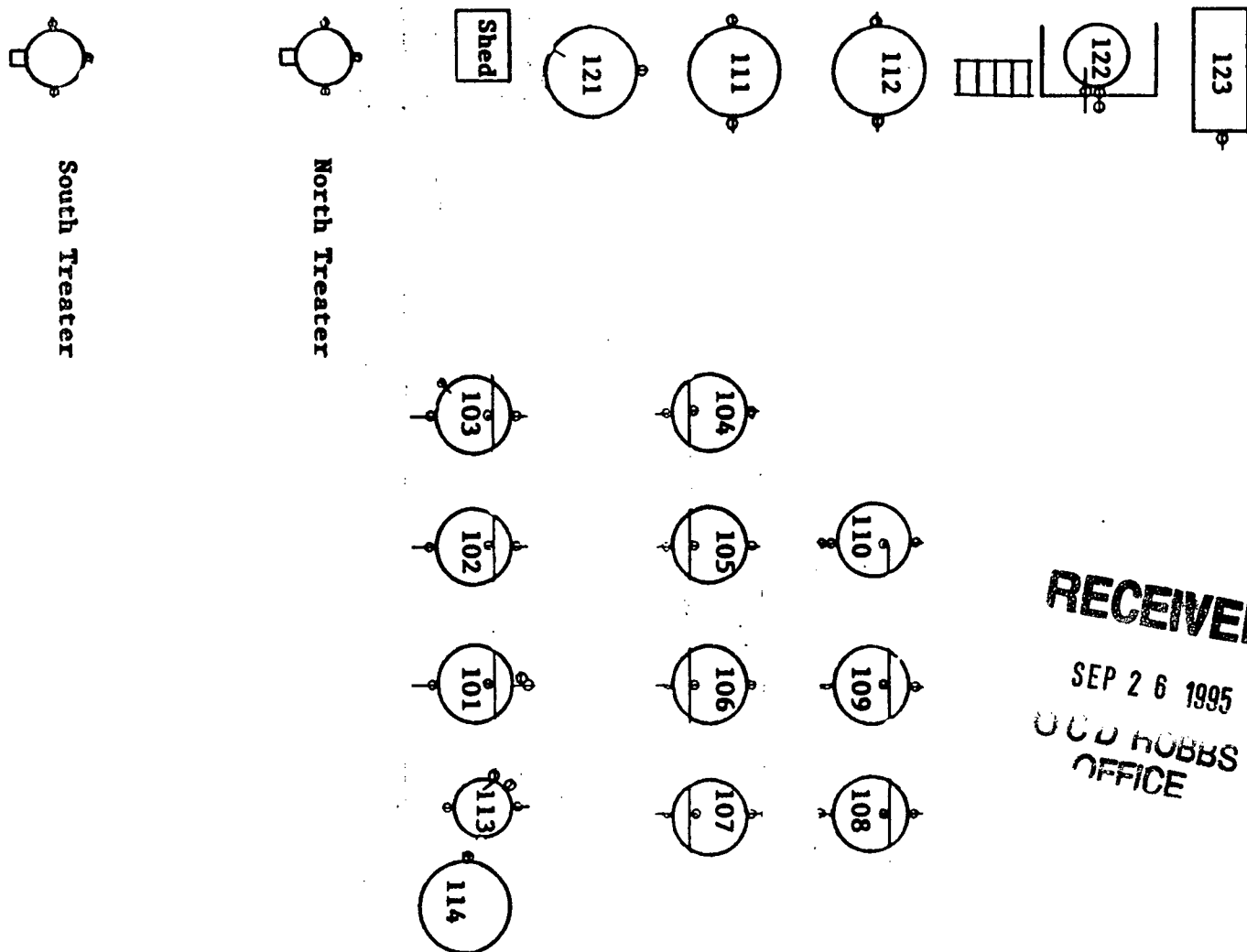
Enclosure: Exhibit 1, GTP Site Map

RECEIVED

SEP 26 1995

**OCD HOBBS
OFFICE**

RECEIVED
 SEP 26 1995
 OGD HOBBS
 OFFICE



LEGEND
 ○ Valve
 △ Pump
 → Flow

5:00
5:30

Sally Bill

10-18-99

6 Pictures

Tank over Flows

over Flowing Sump

Leaking Valves

Leaking Pumps into open pit on line

o.

Marlene Kieling

Mike Stoddart

Jack Ford

Wayne Price

Garry

Goodwin
Parcel off Dimensions
350 X 350

Pit 60 x 60 x 8 feet Depth

Grinch Sample

3 foot Sample

First Round Inv.

Under ground pipelines Remove

South East Gradient

Go into From Monitor wells at Gasplant

Tank Bottom pile ~~12~~ 30 x 26' x 2'

1:27 60 yards

Tank ¹²² HCl Acid Empty Poly

112, 111 = 500 bbl wood Redwood

121 = wood 1 Redwood

101, 102, 103

104, 105, 106, 107, 108, 109, 110

112, 112

500 bbl - Skel Bld

Pump Surface Pipe
2 Treaters Norm Check Survey

Utilities Gas 11ano? is Oiscamado?
Elect Dist Pde Trans Farm

Auger, Inc. Goodwin Silt with Disposal
System

Well NO E-31 1980 FUL GLOFUL
Sec 31 TWP 18S. R 57E
Lea Co NM.

One well Down 6 in Pit 3' Sample Ind
One under Tank Bottom Pile up gradient
Depth to water 45' to 50' Estimate.

Bottom to Top cannot
Drums 6 empty
3 X 41 Sumps
Empty tanks Sumps Treating?

Antidumping to
Contracting

101	1'	500 bbl	Steel		
102	2'		"		
103	E		"		
104	18"		"		
105	18"		"		
106	4'	500 bbl	"		
107	E 1'		"		
108	1/2 Full	500	66 1/2"		
109	1/2 Full		"		
110	18"		"		
111	Full		Redwood	Some H2O	
112	Full	500 bbl	Redwood		
121	1/2 Full	500 bbl	Redwood	Mud oil	
113	8'	200 bbl	Steel tank		
114	Full	500	Redwood	oil	
115	Full	200	Red w		
116	Full?	200	Red w		
117	Full	200	Red w		
1	Empty	500	Red w	Open?	
118	1/2	200	Red	water?	
128	Empty	10000 gal	weird for cond		
#?	Empty	1000 bbl	Boiled	Empty open	
Sump	Full	3014'	poly		

MEMORANDUM OF MEETING OR CONVERSATION



Telephone



Personal

Time

9:43

Date

5-14-99

Originating Party

Martye Kicling

Other Parties

Kathy Case
Bank of America Formerly Sunwest

Subject

Petro-Thermo Corp.
Goodwin Treating Plant

Discussion

Discussed Bond & Certificate of Deposit
They Have the Certificate of Deposit And Have a
Hold on it And Know we will be Calling on the Money
as soon as we clean up the Facility.
Contact Person at the Bank will Be
Susan Schroeder (505) 393-1511 ex 228

Conclusions or Agreements

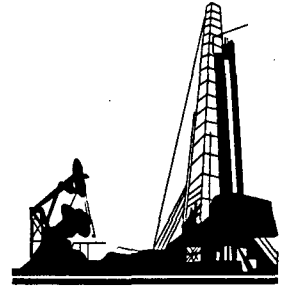
Distribution

Signed

Martye Kicling

OIL CONSERVATION DIVISION

2040 South Pacheco
Santa Fe, NM 87505
(505) 827-7133
Fax: (505) 827-8177



(PLEASE DELIVER THIS FAX)

To: Kathy Case 393-5057

From: Martynne Kieling Phone# (505) 827-7153

Date: _____

Number of Pages (Includes Cover Sheet) Page 1 of 7

Message: Please let me know if this Certificate

of Deposit Exists of a Savings account?

Thank you Martynne J. Kieling

If you have any trouble receiving this, please call:
(505) 827-7133



STATE OF NEW MEXICO

ENERGY, MINERALS AND NATURAL RESOURCES DEPARTMENT

OIL CONSERVATION DIVISION

GARREY CARRUTHERS
GOVERNOR

July 5, 1988

POST OFFICE BOX 2088
STATE LAND OFFICE BUILDING
SANTA FE, NEW MEXICO 87504
(505) 827-5800

Petro-Thermo Corporation
P. O. Box 2069
Hobbs, New Mexico 88241-2069

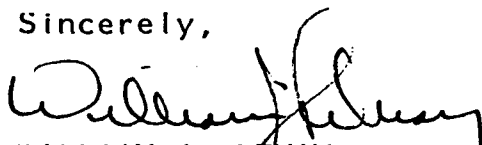
Attention: Robert W. Abbott

Re: \$25,000 Cash Treating Plant Bond
Petro-Thermo Corporation, Operator
Sec. 31, T-18-S, R-37-E, Lea County
Bond No. OCD-147

Dear Mr. Abbott:

The Oil Conservation Division hereby approves the above-referenced treating plant bond effective this date.

Sincerely,


WILLIAM J. LEMAY,
Director

dr/

cc: Oil Conservation Division
Hobbs, New Mexico



**THE REPRODUCTION OF
THE
FOLLOWING
DOCUMENT (S)
CANNOT BE IMPROVED
DUE TO
THE CONDITION OF
THE ORIGINAL**

NEW MEXICO OIL CONSERVATION DIVISION
OF THE ENERGY & MINERALS DEPARTMENT

\$25,000.00 CASH TREATING PLANT BOND

File with Oil Conservation Division, P. O. Box 2088, Santa Fe, New Mexico 87504

KNOW ALL MEN BY THESE PRESENTS:

That Petro-Thermo Corporation, (an individual)
(partnership) (a corporation organized in the State of New Mexico,
with its principal office in the City of Hobbs, State of New Mexico,
and authorized to do business in the State of New Mexico), is
held firmly bound unto the State of New Mexico, for the use and benefit of the Oil
Conservation Division of the Energy & Minerals Department in the sum of Twenty Five
Thousand (\$25,000.00) Dollars lawful money of the United States.

The conditions of this obligation are such that:

The above principal has heretofore or may hereafter enter into the process of
treating and reclaiming sediment oil in Section 31, Township 18 (North)
(South), Range 37 (East) (West), N.M.P.M., Lea County, New Mexico.

NOW, THEREFORE, This \$25,000 performance bond is conditioned upon substantial
compliance with all applicable statutes of the State of New Mexico and all rules,
regulations, and orders of the Oil Conservation Division of the Energy and Minerals
Department, and upon clean-up of the plant site to standards of the Oil Conservation
Division; otherwise the principal amount of the bond to be forfeited to the State of
New Mexico.

The applicant has deposited on behalf of the Division \$25,000 (Twenty-five
thousand dollars) in the manner indicated on the attachment to this bond, being the
principal sum intended to be secured. Applicant pledges the sum as a guarantee that
if its executors, assigns, heirs and administrators will abide by the Laws of the
State of New Mexico and the Rules and Regulations of the Oil Conservation Division in
operating the treating plant described herein, and that it will properly reclaim the
plant site upon cessation of operations. If the applicant does not properly reclaim
and restore the plant site, and otherwise abide by the Rules and Orders of the Oil
Conservation Division, this bond shall be forfeited in full and such funds as
necessary applied to the cost of reclaiming the plant site. If the principal sum of
the bond is less than the actual cost incurred by the Division in reclaiming the
plant site, the Division may institute legal action to recover any amounts expended
over and above the principal sum of the bond.

NOW THEREFORE, if the above applicant or its successors, assigns, heirs, or
administrators or any of them shall properly reclaim and restore the above-described
treating plant site upon cessation of operations, and otherwise abide by the Rules
and Orders of the Oil Conservation Division, then therefore, this obligation shall be
null and void and the principal sum hereof shall be paid to the applicant, or its
successors, heirs, or administrator, otherwise it shall remain in full force and
effect.

Signed and sealed this 1st day of July, 19 88.

Petro-Thermo Corporation

P.O. Box 2069; Hobbs, New Mexico
Mailing Address

By

[Signature]
Signature

President
Title

(Note: Principal, Corporation
Affix corporate seal here.)

ACKNOWLEDGEMENT FORM FOR NATURAL PERSONS

STATE OF _____)
COUNTY OF _____) ss.

On this _____ day of _____, 19____, before me personally appeared _____, to me known to be the person (persons) described in and who executed the foregoing instrument and acknowledged that he (they) executed the same as his (their) free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on the day and year in this certificate first above written.

Notary Public

My Commission expires _____

ACKNOWLEDGEMENT FORM FOR CORPORATION

STATE OF New Mexico)
COUNTY OF Lea) ss.

On this 1st day of July, 1988, before me personally appeared Robert W. Abbott, to me personally known who, being by me duly sworn, did say that he is President of Petro Thermo Corporation and that the foregoing instrument was signed and sealed on behalf of said corporation by authority of its board of directors, and acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on the day and year in this certificate first above written.

4-23-92

Rose M. Dick
Rose M. Dick Notary Public

My Commission expires _____

APPROVED BY:

OIL CONSERVATION DIVISION OF NEW MEXICO

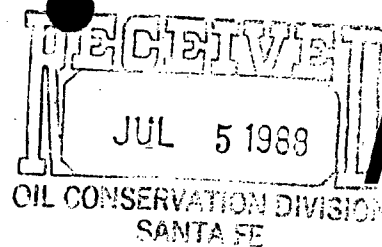
By [Signature]

Date _____

PETRO-THERMO CORPORATION

P.O. BOX 2069 PHONES (505) 393-2417 — 397-3557
HOBBS, NEW MEXICO 88241-2069

July 1, 1988



OCD-147

Certified Mail

Return Receipt Requested

Ms. Diane Richardson
New Mexico Oil Conservation Division
P.O. Box 2088
Santa Fe, N.M. 87504-2088

RE: Treating Plant Bond

Dear Diane:

Per our telephone conversation dated June 28, 1988, I have executed the cash collateral bond and enclosed the original forms for our bond file.

This bond replaces and cancels our previous bond. If you have any questions, please do not hesitate to contact me.

Sincerely,

Petro-Thermo Corporation

Robert W. Abbott
President

RWA/db

Enclosures: As stated

Adopted 9-1-86

ASSIGNMENT OF CASH COLLATERAL DEPOSIT
for TREATING PLANT BOND

(Must be a federally-insured bank or savings institution
within the State of New Mexico)

Date July 1, 1988

Pursuant to Rule 312 of the Rules of the Oil Conservation Division, or successor provisions, Petro-Thermo Corporation (hereinafter referred to as "owner") of P.O. Box 2069, Hobbs, N.M. (address) has deposited with the Sunwest Bank of Hobbs, N.M. (name of state or national bank or savings association) of P.O. Box 5310, Hobbs, N.M. (address) (herein termed financial institution), the sum of \$25,000 dollars in Certificate of Deposit or savings account No. 16-00-01-1284. Owner hereby assigns and conveys all right, title and interest in the deposited sum to the financial institution in trust for the Oil Conservation Division of the Energy and Minerals Department or successor agency of the State of New Mexico. Owner and the financial institution agree that as to the deposited sum or fund:

- a. The funds deposited pursuant to the terms of this Agreement are to serve as a cash bond covering a treating plant operated by owner.
- b. The Oil Conservation Division acquires by this assignment the entire beneficial interest in the fund, with the right to order the trustee in writing to distribute the fund to persons determined by the division to be entitled thereto, including the Division itself, in amounts determined by the Division, or to the operator upon sale of the treating plant covered by this agreement.
- c. Owner retains no legal or beneficial interest in the fund and has only the right to interest, if any, thereon, and to return of the fund upon written order of the Division.
- d. The financial institution agrees that the fund may not be assigned, transferred, pledged or distributed except upon written order of the Division or a court of competent jurisdiction made in a proceeding in which the Division is a party. The financial institution waives all statutory or common law liens or rights of set-off against the fund.

Owner agrees that the financial institution may deduct from interest due owner any attorney fees incurred by the financial institution if claim or demand via writ, summons or other process arising from operator's business is made upon the financial institution.

Robert W. Abbott
Signature of Owner,
Personally or by Authorized Officer

President

Title

Vicki Moose
Signature of Authorized Officer of
Financial Institution Vicki Moose

Assistant Vice President

Title

STATE OF NEW MEXICO

COUNTY OF Lea) ss.

On this 1st day of July, 19 88, before me personally appeared Robert W. Abbott and Vicki Moose, to me known to be the person (persons) described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on the day and year in this certificate first above written.

Rose M. Dick
NOTARY PUBLIC Rose M. Dick

My Commission Expires: 4-23-92

SUNWEST**BANK**

OF HOBBS, N.A. • HOBBS, N. M.

DATE 7-01-88

Certificate of Deposit

1284

00 01

1

MEMORANDUM
REFERRED TO
AS DEPOSITOR

THIS CERTIFIES THAT * * PETRO-THERMO TREATING PLANT BOND ACCOUNT * * * * * HAS DEPOSITED WITH

THIS BANK TWENTYFIVE THOUSAND DOLLARS AND NO/100 * * * * * DOLLARS \$ 25,000.00 * * *

AMOUNT

The funds represented by this certificate are for the benefit of natural person(s) and are therefore nontransferable except on the books of this Bank.

AUTOMATICALLY RENEWABLE

Payable to said depositor, or his order, upon presentation and surrender of this certificate properly endorsed _____ months after date, with interest thereon at the rate of _____ % per annum from date, interest payable at the expiration of said time. This certificate shall be automatically renewed at maturity for successive periods, subject to the same terms and conditions unless presented for payment by the depositor within 10 days after the original or any subsequent maturity date. Sunwest Bank, however, reserves the right not to renew this certificate at the original or any subsequent maturity date upon mailing to the depositor heretofore at the above address a written notice of its election not to renew this certificate. The bank is prohibited from paying this deposit in whole or in part prior to its maturity, except as provided by law.

☐ 90 ERNP
☐ 91 ERWP
☐ 92 NR

TO	PRINCIPAL	INTEREST	TOTAL	DATE

SPECIFIED TERM INT. QURT. BY CHECK

Payable to said depositor in current funds upon return of this Certificate properly endorsed on or after 7-01-89 with interest at the rate of 7.25 % per annum for the time specified. No interest paid after maturity. The bank is prohibited from paying this deposit in whole or in part prior to its maturity, except as provided by law.

Vicki Moore
AUTHORIZED SIGNATURE

⑈00001284⑈ ⑈5016⑈0012⑈

10-002 (Rev. 6-83)

Rand,

A Bruce Fredric From State Land Office will be calling
you with Info on Aqua Inc. + Petro-Thermo Corp.
Regarding Chapter 7

OCD Has

\$ 25,000 Treating Plant

\$ 50,000 Blanket Bond For Zuehlis

No State Land Office Has
Money! \$ 25,000 Blanket Lease Bonding.

Martyn

5-13-99

Bruce Fredric 827-5756
Attorney For State Land Office.

Talk to Rand

Mr. Abbot Filing Chapter 7.

We Have 25,000 Bond.

Company Name
Court.

Cash Collateral

~~500-5000 may Not Have~~

Bruce Fredric

25,000 Again. Blanket lease



STATE OF NEW MEXICO
ENERGY, MINERALS AND NATURAL RESOURCES DEPARTMENT
OIL CONSERVATION DIVISION

GARREY CARRUTHERS
GOVERNOR

July 5, 1988

POST OFFICE BOX 2088
STATE LAND OFFICE BUILDING
SANTA FE, NEW MEXICO 87504
(505) 827-5800

Petro-Thermo Corporation
P. O. Box 2069
Hobbs, New Mexico 88241-2069

Attention: Robert W. Abbott

Agua Inc.

Re: \$25,000 Cash Treating Plant Bond
Petro-Thermo Corporation, Operator
Sec. 31, T-18-S, R-37-E, Lea County
~~Bond No. OGD-147~~

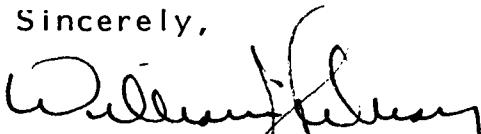
well No E-31

198 FNL + 66FWL

Dear Mr. Abbott: Bond No. 4356142 50,000 Blanket.

The Oil Conservation Division hereby approves the above-referenced treating plant bond effective this date.

Sincerely,


WILLIAM J. LEMAY,
Director

dr/

cc: Oil Conservation Division
Hobbs, New Mexico

Thanks



O grid #
000267

Idn No.
10028

The other well APT 30025-1337

Goodwin ★ 30-025-21183
Injection well

MEMORANDUM OF CONVERSATION

X TELEPHONE PERSONAL TIME 11:50 DATE 11/24/97

ORIGINATING PARTY Eric Nelson State land office 505 - 392 - 8736

OTHER PARTIES

DISCUSSION Goodwin treating Plant And Aqua Injection well

SWD is being used

I spoke with David K. The Facility is Not Supposed to be

operating. David will check into it and get in touch with

~~David~~ Eric Nelson

CONCLUSIONS it will be quite some time Gmo + Before

I can get to Goodwin TP.

~~CHRIS EUSTICE~~

Martyn Kelly

TELETYPE UNIT
RECEIVED

CRI

197 APR 25 11:08 52
CONTROLLED RECOVERY INC.

P.O. BOX 369, HOBBS, NM 88241 (505) 393-1079

April 18, 1997

Roger Anderson
New Mexico Oil Conservation Division
2040 South Pacheco
Santa Fe, New Mexico 87505

RE: Petro Thermo Treating Plant

Dear Mr. Anderson,

Controlled Recovery, Inc. would appreciate the opportunity to furnish our services in the closing of this property.

Sincerely,


Ken Marsh

CMD : ONGARD 04/01/97 08:14:21
 OG6ISWI INQUIRE SALT WATER/GAS INJECTION OGOBP -EMEE
 PAGE NO: 5
 Ogrid Identifier : 267 AGUA INC
 Pool Identifier : 96120 SWD;SAN ANDRES-DELAWARE-BONE SPRING
 API Well No : 30 25 21183 Report Period - From : 01 1994 To : 12 1996

API Well No	Property Name	Injcn. Days MM/YY Injcn	Injection Volume Salt Water Gas	Injcn Pres	Well Stat
30 25 21183	GOODWIN	05 96	3001	145	D
30 25 21183	GOODWIN	06 96	6233	177	D
30 25 21183	GOODWIN	07 96	770	50	D
30 25 21183	GOODWIN	08 96	10157	218	D
30 25 21183	GOODWIN	09 96	6541	43	D
30 25 21183	GOODWIN	10 96	3115		D

Reporting Period Total : 288810

M0001: This is the last page

PF01 HELP	PF02	PF03 EXIT	PF04 GOTO	PF05	PF06
PF07 BKWD	PF08 FWD	PF09	PF10 NXTPOOL	PF11	PF12

```

CMD : ONGARD 04/01/97 08:14:15
OG6ISWI INQUIRE SALT WATER/GAS INJECTION OGOBP -EMEE
PAGE NO: 4

Ogrid Identifier : 267 AGUA INC
Pool Identifier : 96120 SWD;SAN ANDRES-DELAWARE-BONE SPRING
API Well No : 30 25 21183 Report Period - From : 01 1994 To : 12 1996

```

API	Well	No	Property	Name	Injcn.	Days	Injection	Volume	Injcn	Well	
					MM/YY	Injcn	Salt	Water	Gas	Pres	Stat
30	25	21183	GOODWIN		10	95		4463		70	D
30	25	21183	GOODWIN		11	95		3309		200	D
30	25	21183	GOODWIN		12	95		5387		150	D
30	25	21183	GOODWIN		01	96		12004		271	D
30	25	21183	GOODWIN		02	96		7541		102	D
30	25	21183	GOODWIN		03	96		4078		290	D
30	25	21183	GOODWIN		04	96		7464		483	D

Reporting Period Total :

```
PF01 HELP      PF02          PF03 EXIT      PF04 GOTO      PF05          PF06
PF07 BKWD      PF08 FWD      PF09          PF10 NXTPOOL PF11          PF12
```

CMD : ONGARD 04/01/97 08:14:03
 OG6ISWI INQUIRE SALT WATER/GAS INJECTION OGOBP -EMEE
 PAGE NO: 3
 Ogrid Identifier : 267 AGUA INC
 Pool Identifier : 96120 SWD;SAN ANDRES-DELAWARE-BONE SPRING
 API Well No : 30 25 21183 Report Period - From : 01 1994 To : 12 1996

API Well No	Property Name	Injcn. Days MM/YY Injcn	Injection Volume Salt Water Gas	Injcn Pres	Well Stat
30 25 21183	GOODWIN	03 95	9289	194	D
30 25 21183	GOODWIN	04 95	7125	123	D
30 25 21183	GOODWIN	05 95	6520	52	D
30 25 21183	GOODWIN	06 95	7248	30	D
30 25 21183	GOODWIN	07 95	5150	77	D
30 25 21183	GOODWIN	08 95	5196	135	D
30 25 21183	GOODWIN	09 95	5079	25	D

Reporting Period Total :

PF01 HELP PF02 PF03 EXIT PF04 GOTO PF05 PF06
 PF07 BKWD PF08 FWD PF09 PF10 NXTPOOL PF11 PF12

CMD :
OG6ISWI

ONGARD
INQUIRE SALT WATER/GAS INJECTION

04/01/97 08:13:56
OGOBP -EMEE
PAGE NO: 2

Ogrid Identifier : 267 AGUA INC
Pool Identifier : 96120 SWD;SAN ANDRES-DELAWARE-BONE SPRING
API Well No : 30 25 21183 Report Period - From : 01 1994 To : 12 1996

API Well No	Property Name	Injcn. Days MM/YY Injcn	Injection Volume Salt Water Gas	Injcn Pres	Well Stat
30 25 21183	GOODWIN	08 94	7151		D
30 25 21183	GOODWIN	09 94	7095		D
30 25 21183	GOODWIN	10 94	3201		D
30 25 21183	GOODWIN	11 94	10908	392	D
30 25 21183	GOODWIN	12 94	7708	252	D
30 25 21183	GOODWIN	01 95	4170	246	D
30 25 21183	GOODWIN	02 95	6449	575	D

Reporting Period Total :

PF01 HELP	PF02	PF03 EXIT	PF04 GOTO	PF05	PF06
PF07 BKWD	PF08 FWD	PF09	PF10 NXTPOOL	PF11	PF12

CMD :
 OG6ISWI INQUIRE SALT WATER/GAS INJECTION ONGARD
 OG0BP -EMEE
 PAGE NO: 1
 Ogrid Identifier : 267 AGUA INC
 Pool Identifier : 96120 SWD;SAN ANDRES-DELAWARE-BONE SPRING
 : 12 1996

CMD :
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 PAGE NO: 1
 Ogrid Identifier : 267 AGUA INC
 Pool Identifier : 96120 SWD;SAN ANDRES-DELAWARE-BONE SPRING
 API Well No : 30 25 21183 Report Period - From : 01 1994 To : 12 1996

API Well No	Property Name	Injcn. Days MM/YY Injn	Injection Volume Salt Water Gas	Injcn Pres	Well Stat
30 25 21183	GOODWIN	01 94	22472	314	D
30 25 21183	GOODWIN	02 94	22401	341	D
30 25 21183	GOODWIN	03 94	23957	414	D
30 25 21183	GOODWIN	04 94	17475	322	D
30 25 21183	GOODWIN	05 94	15100		D
30 25 21183	GOODWIN	06 94	12284		D
30 25 21183	GOODWIN	07 94	8769		D

Reporting Period Total :

M0025: Enter PF keys to scroll

PF01 HELP	PF02	PF03 EXIT	PF04 GOTO	PF05	PF06
PF07 BKWD	PF08 FWD	PF09	PF10 NXTPOOL	PF11	PF12